



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

December 4, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: EAST COUNTY MEDIANS –
LANDSCAPE AND MEDIAN MAINTENANCE SERVICES
(SUPERVISORIAL DISTRICTS 1, 4, AND 5)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that this service can be more economically performed by an independent contractor than by County employees.
3. Award the contract for East County Medians – Landscape and Median Maintenance Services in the annual sum of \$71,795 to Azteca Landscape, located in Ontario, California, and direct the Chair to execute the contract. This contract will be for a period of one year commencing upon your Board's approval, with two 1-year renewal options, not to exceed a total contract period of three years.
4. Authorize the Director of Public Works or his designee to annually increase the contract amount up to an additional 25 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

5. Authorize the Director of Public Works or his designee to renew the contract for each additional renewal option if, in the opinion of the Director of Public Works, the contractor has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to award a contract for East County Medians – Landscape and Median Maintenance Services. This contract will provide landscape and median maintenance services within the unincorporated County areas and contract cities. The work to be performed will consist of, but is not limited to, the maintenance of turf, ground cover, shrubs, and trees; the pruning of trees and shrubs; and the control of weeds and vegetation disease. The Department of Public Works (Public Works) has contracted this service since 1992.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), Fiscal Responsibility (Goal 4), and Community Services (Goal 6). Having a contractor that has the specialized expertise to provide this service accurately, efficiently, timely, responsive, and in a cost-effective manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The contract is for an annual amount not to exceed \$71,795, plus 25 percent for unforeseen, additional work within the scope of work of the contract. This amount is based on the hourly rates quoted by the contractor.

Financing for the first year service is included in the Fiscal Year 2007-08 Road Fund Budget. Total annual expenditures for this service will not exceed the contract amount approved by your Board. Funds to finance the contract's option years will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is Azteca Landscape, located in Ontario, California. This contract will commence upon your Board's approval, for a period of one year. With your Board's delegated authority, the Director of Public Works (Director) may renew the contract for two 1-year renewal options, not to exceed a total contract period of three years.

The attached contract (Attachment A) has been executed by the contractor and approved as to form by County Counsel.

The recommended contractor is in compliance with the Chief Executive Officer, County Counsel, and your Board's requirements.

On September 4, 2007, Agenda Item 40, your Board authorized the Director to execute the amendments to contracts administered by Public Works, involving assignments resulting from acquisitions, mergers, or other changes in contractor ownership, as well as contractor's name changes, subject to review and approval by County Counsel, and notification to your Board offices and Chief Executive Officer in accordance with Board Policy 9.041, Evaluation of Vendors/Contractors Engaged in Mergers or Acquisitions.

The contract contains terms and conditions supporting your Board's sponsored policies, such as contractor responsibility and debarment, jury service requirements, the Newborn Abandonment Law (Safely Surrendered Baby Law), and charitable activities compliance.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record that reflects its past activities have been conducted according to reasonable standards of safety.

In accordance with the Chief Executive Officer's June 15, 2001, instructions, this is Public Works' assurance that the contractor will not be requested to perform services that will exceed the contract's approved amount, scope of work, and/or terms.

This work is being contracted in accordance with procedures authorized under County Charter Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in County Code Section 2.121.380 have been met.

Since this is a Proposition A contract, Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a Living Wage.

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, Public Works has determined that this service can be more economically performed by an independent contractor than by County employees.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

This Proposition A contract does not allow a cost-of-living adjustment for the optional years.

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). This service is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 (h) of the CEQA Guidelines because it involves the maintenance of existing landscaping.

CONTRACTING PROCESS

On August 9, 2007, Public Works solicited proposals from 531 independent contractors and community business enterprises to accomplish this work. Also, a notice of the Request for Proposals (RFP) was placed on the County's bid website (Attachment B), and an advertisement was placed in the *Los Angeles Times*.

Pursuant to the applicable memorandum of understanding, the RFP for this contracted service was submitted on August 9, 2007, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation, nor has it indicated that it has any objection to it.

On September 5, 2007, three proposals were received. One proposer withdrew his proposal due to the potential lack of profit by entering into a contract for this service. The remaining two proposals were first reviewed to ensure they met the minimum requirements in the RFP. The two remaining proposals, having met these requirements, were then evaluated by an evaluation committee consisting of

The Honorable Board of Supervisors
December 4, 2007
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Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included price, experience, work plan, financial resources, references, and demonstrated controls over labor/payroll record keeping. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, responsible, and lowest cost proposer, Azteca Landscape, located in Ontario, California.

Attachment C reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

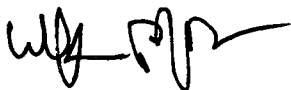
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as this service is presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter along with the Contractor Execute and Department Conform copies to the Department of Public Works, Administrative Services Division. The original Board Execute copy should be retained for your files.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DLW
GZ:dw

Attachments (3)

c: County Counsel
Office of Affirmative Action Compliance
Department of Public Works (Road Maintenance)

Part II Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

AZTECA LANDSCAPE

FOR

EAST COUNTY MEDIANS – LANDSCAPE AND MEDIAN
MAINTENANCE SERVICES (2007-PA063)

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AGREEMENT FOR

EAST COUNTY MEDIANS – LANDSCAPE AND MEDIAN MAINTENANCE SERVICES

THIS AGREEMENT, made and entered into this 4th day of December, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and AZTECA LANDSCAPE, a corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on September 5, 2007, hereby agrees to provide services as described in the attached specifications for East County Medians – Landscape and Median Maintenance Services, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Area Maps; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, and are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract Documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$71,795 per year, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: As part of the evaluation process relative to this Contract solicitation, the COUNTY determined that this Contract would be award to the highest-rated contractor. Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: This Contract's initial term shall be for a period of one year commencing upon Board approval. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

SIXTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in Form PW-2, Schedule of Prices.

26403

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

EIGHTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

TENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

ELEVENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

TWELFTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through E, inclusive, the COUNTY'S provisions shall control and be binding.

THIRTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FOURTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By *Yvonne B. Burke*
YVONNE B. BURKE
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles



By *Sachi A. Hamai*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

37 DEC 04 2007

By *Raymond G. Fortner, Jr.*
Deputy

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

AZTECA LANDSCAPE

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Sachi A. Hamai*
Deputy

By *Rosa M. Lopez*
Its President Vice President

Rosa M Lopez
Type or Print Name

By *Rosa M. Lopez*
Its Secretary Treasurer

Rosa M Lopez
Type or Print Name

26403

ALL-PURPOSE ACKNOWLEDGMENT

<p>State of <u>California</u></p> <p>County of <u>Los Angeles</u></p> <p>On <u>Oct. 23, 2007</u> before me <u>Y.F. Ramirez, Notary Public</u> <small>NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"</small></p> <p>personally appeared <u>Rosa M. Lopez</u> <small>NAME(S) OF SIGNER(S)</small></p> <p><input checked="" type="checkbox"/> personally known to me -OR- <input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>Witness my hand and official seal.</p> <div style="display: flex; align-items: center; margin-top: 10px;"> <div style="flex: 1;"> <p style="text-align: center; margin-top: 5px;">SIGNATURE OF NOTARY</p> </div> <div style="flex: 1; border: 1px solid black; padding: 5px; text-align: center;"> <p>Y. F. RAMIREZ</p> <p>Commission # 1745556</p> <p>Notary Public - California</p> <p>San Bernardino County</p> <p>My Comm. Expires Jun 13, 2011</p> </div> </div>	<p>CAPACITY CLAIMED BY SIGNER(S)</p> <p><input type="checkbox"/> INDIVIDUAL(S)</p> <p><input checked="" type="checkbox"/> CORPORATE OFFICER(S) <u>V.P. 3 CFO Treasurer</u>, AND</p> <hr/> <p><input type="checkbox"/> PARTNER(S) <small>TITLE(S)</small></p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER: _____</p> <hr/> <p>SIGNER IS REPRESENTING:</p> <p>NAME OF PERSON(S) OR ENTITY(IES) <u>Arteca Landscape</u></p>		
<p><small>ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.</small></p> <table style="width: 100%;"> <tr> <td style="width: 30%; vertical-align: top;"> <p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p> </td> <td style="width: 70%;"> <p>Title or Type of Document <u>Agreement</u></p> <p>Number of Pages <u>3</u> Date of Document <u>10-23-07</u></p> <p>Signer(s) Other Than Named Above _____</p> </td> </tr> </table>		<p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p>	<p>Title or Type of Document <u>Agreement</u></p> <p>Number of Pages <u>3</u> Date of Document <u>10-23-07</u></p> <p>Signer(s) Other Than Named Above _____</p>
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SCOPE OF WORK

EAST COUNTY MEDIANS – LANDSCAPE AND MEDIAN MAINTENANCE SERVICES

A. Public Works Contract Manager

Public Works Contract Manager will be Mr. Joe Gaydosh of Road Maintenance Division, who may be contacted at (626) 337-1277, e-mail address: jgaydosh@dpw.lacounty.gov, Monday through Friday, 7 a.m. to 4 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in Contract Manager.

B. Hours and Days of Service

1. The basic daily hours of maintenance service shall be as follows:
 - a. For the months of November through April, 7 a.m. to 3:30 p.m.
 - b. For the months of May through October, 6 a.m. to 3:30 p.m.
2. Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed hours 5 days per week, except legal holidays, at which time the service shall be done before or after such holiday. When necessary, any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the Director of Public Work or his designee.

C. Work Location

The facilities to be maintained under the provisions of this Contract are specifically at:

LOCATION	LIMITS
Grand Avenue	Holt Avenue to Walnut City Line
Barranca Avenue	Hollyvale Street to Newburg Street
Harbor Boulevard	Pathfinder Road to the Orange County Line
Nogales Street	Colima Road to Pathfinder Road
Fairway Drive	Walnut Drive to Colima Road

See Exhibit E, Area Maps, for the locations.

The facilities may be landscaped with turf, groundcover, shrubs, and trees, and are irrigated by manual and/or automatic irrigation systems.

The Director/designee has the discretion to add new facilities located within a 5 mile radius of at least one of the facilities identified above. Contractor shall be compensated for the maintenance of additional facilities designated after the Contract's commencement date based on the submission of an approved maintenance cost per function estimate. This cost estimate shall not exceed the cost to provide landscape maintenance for similar facilities being maintained and identified above.

D. Work Description

1. Ongoing Maintenance Tasks

a. Management/Supervision

- i. Contractor shall provide fully trained and qualified personnel as well as appropriate materials, supplies, and equipment.
- ii. Contractor's staff shall be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's executive, management and supervisory staff's responsibility to see that the organization oversees the activities and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director/designee.
- iii. Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and time lines. An outline of the task requirements, schedule, and time lines for each location shall be kept with each operating crew.
- iv. Contractor's executive, management, or supervisory staff shall provide ongoing follow-up behind operations to insure compliance. Neither the County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for ongoing direction and management of the Contractor's staff.

b. Mowing - Operation

- i. Mowing operations shall be performed in a professional manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- ii. Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type mower.

- iii. All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.
- iv. Mowing height shall be appropriate to turf species and use parameters. Mowing heights may vary for special events and conditions.
- v. Mowing operation shall be on a schedule that is acceptable to the Director/designee.
- vi. Walkways shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.
- vii. Mowing of turf at each facility, shall be completed in one operation.

c. Mowing - Frequency

All turf areas shall receive no less than the following:

- i. During the warm season (April to November) all turf areas shall be mowed no less than once every week for a total mowing frequency of 35 times.
- ii. During the cool season (December through March) all turf areas shall be mowed no less than once every 2 weeks for a total mowing frequency of 8 times.

d. Mowing Site Inspection and Reporting

- i. Prior to initiating a mowing operation, the site is to be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation.

Litter is not to be shredded by mowers, glass bottles are not to be driven over and broken, and excessively wet turf areas are not to be driven across. Damaged sprinkler heads and valve box covers shall be responded to immediately.

- ii. If a mowing operation cannot be completed thoroughly within the designated time frame, Public Works shall be immediately notified through the Contractor's communication network.

e. Mechanical Edging - Operation

- i. All turf edges, including designed edges in flower beds, shall be kept neatly edged and all grass invasions must be eliminated.
- ii. All turf edges, including but not limited to sidewalks, driveways, curbs, shrub beds, flower beds, groundcover beds, and around tree bases shall be edged to a neat and uniform line.
- iii. Mechanical edging of turf shall be completed as one operation in a way that results in a well-defined, V-shaped edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade.
- iv. All turf edges shall be trimmed or limited around sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, other equipment and obstacles.
- v. All groundcover and flower bed areas where maintained next to turf areas shall be kept neatly edged and all grass invasions eliminated.
- vi. Walkways shall be cleared immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.

f. Mechanical Edging - Frequency

- i. Mechanical edging of turf shall be performed 26 times per year; once every 2 weeks.
- ii. Mechanical edging of ground cover shall be performed 12 times per year, once per month.

g. Weed Removal - Operation

- i. All grasslike weeds, morning glory or vine-weed types, ragweed, and other underground spreading weeds shall be kept under strict control.

- ii. Methods for removal of weeds can incorporate one or all four of the following:
 - Hand removal (Mechanical)
 - Cultivation
 - Chemical Eradication
 - Mulching
 - iii. Remove or control all weeds and grass from the following areas: beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, driveways, roadways, slopes and hillsides, bare areas, and undeveloped areas.
 - iv. Remove all weeds mechanically from shrub beds, planters, and other cultivated areas.
 - v. Weeds treated using a systematic chemical shall be left in place per manufacturer's recommendation. If the kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to the County shall be made.
 - vi. After a complete kill, all dead weeds shall be removed from the areas.
- h. Weed Removal - Frequency
- i. Walkways, beds, planters, and landscape shall be inspected, spot treated and weeds removed, once each month.
 - ii. Developed areas of a facility that have become denuded shall be maintained weed free, once each month.
 - iii. Designated areas of a facility which are left in a natural state so that the plant's root systems are utilized to stabilize the soil, may occasionally need to be mowed or otherwise controlled to a given height for appearance or fire suppression reasons, once a month.
- i. Litter Control - Operation
- i. Complete policing and litter pickups to remove paper, rocks, glass, trash, undesirable materials, siltation, and other accumulated debris within the hard surfaces and landscaped areas to be maintained including but not limited to walkways, roadways, service roads, between and around planted

areas, steps, planters, drains, streambeds, areas on slopes from the toe or top of the slope to 10 feet up or down the slope adjacent to developed areas, catch basins, shall be accomplished to ensure a neat appearance.

- ii. Complete policing, litter pickup and supplemental hand sweeping of parking space gutters and other parking spaces inaccessible to power equipment shall be accomplished to ensure a neat appearance.
- iii. Litter pickup shall be completed as early in the day as possible, but never later than 11 a.m.
- iv. Litter picked up on the site shall be placed in trash bins and not in trash containers.

j. Litter Control - Frequency

Complete policing of turf, beds, planters, walkways, sidewalks, paved or rock chipped medians or islands, gutter areas, drainage areas, areas on slopes from the toe or top of the slope to 10 feet up or down the slope adjacent to developed areas, roadways, parking spaces, once per week.

k. Raking - Operation

Accumulation of leaves shall be removed from all landscaped areas including beds, planters, and turf areas under trees and placed in appropriate trash bin(s).

l. Raking - Frequency

- i. Turf under trees, once per month.
- ii. Shrub beds and planters, 2 times per month.

m. Shrub Pruning and Hedge Trimming - Operation

- i. All plant materials shall be pruned where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.
- ii. Designated formal plant materials shall be trimmed to maintain formal hedges and topiary work.
- iii. All dead shrubs shall be removed.

- iv. All dead, diseased and unsightly branches, vines, or other growth shall be removed as they develop. All groundcover areas shall be pruned to maintain a neat edge along planter box walls. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas.
- v. All pruned or trimmed plant material shall be removed and placed in appropriate trash bin(s) the same day.
- n. Shrub Pruning and Hedge Trimming - Frequency
 - i. Prune shrubs for safety (vehicular and pedestrian visibility and access), every two months.
 - ii. Formal hedge trimming, every two months.
 - iii. Groundcover thinning, every month.
- o. Sweeping - Operation
 - i. Concrete areas shall be checked for cracks, crevices, and deterioration. When found, the Contractor shall immediately notify Director/designee.
 - ii. Walkways, and steps shall be cleaned, including, but not limited, to the removal of all foreign objects from surfaces such as gum, grease, broken glass, cans, bottles, and other foreign objects not designed to be part of the island, etc.
 - iii. Methods for sweeping of designed areas may incorporate one or all of the following:
 - Power pack blowers
 - Vacuums
 - Brooms
 - Push power blowers
 - iv. In the event the Contractor elects to use power equipment to complete such operations, the Contractor shall be subject to local ordinances regarding noise levels. If power blowers are forbidden, Contractor shall find alternate ways to accomplish the task. Contractor shall not use any power equipment Monday through Friday, prior to 7 a.m., nor later than 3:30 p.m. Further, any schedule of such operations may be modified by Director/designee to insure that the

public is not unduly impacted by the noise or dust pollutants created by such equipment.

- v. Supplemental hand sweeping of parking space gutters and other parking spaces shall be required in those areas inaccessible to power equipment.

p. Sweeping - Frequency

Sweeping of the hard surface areas, parking space gutters and inaccessible areas, walks, steps and hard surface areas, once per month.

q. Aerification - Operation

- i. Aerate all turf areas by using a device that removes 1/2-inch cores to a depth of 2 inches and not more than 6-inch spacing.
- ii. Turf aerification shall be accomplished during April through November.
- iii. Planned operational dates shall be furnished to the Director/designee prior to the start of Contract.

r. Aerification - Frequency

Aerify turf twice per year.

s. Rodent Control - Operation

All areas shall be maintained free of rodents, including, but not limited to, gophers and ground squirrels causing damage to turf, shrubs, groundcover, trees, and irrigation systems. Fumitoxin (Aluminum Phosphide) will be used for this control.

t. General Landscape Maintenance - Site Inspection and Reporting

- i. Prior to proceeding with any general landscape maintenance task, the site shall be inspected by a knowledgeable and responsible Contractor employee who will determine the practicality of initiating the operation.
- ii. If an operation cannot be thoroughly completed within the designated time frame, the Director/designee shall be

immediately notified through the Contractor's communication network.

u. Chemical Edging Detailing - Operation

- i. Chemical application may be used in and around areas, such as planters, areas adjacent to trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to minimize drift. Precautionary measures shall be employed since all areas will be open for public access during application.
- ii. Water shall not be applied to treated areas for 48 hours after each application.
- iii. Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least 18 inches away from the trunks of trees and away from the drip line of shrubs by use of approved chemicals.
- iv. Linear chemical edging of turf boundaries may be performed in a way that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A 6-inch barrier width shall be considered normal.
- v. Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar obstacles in turf areas may be performed in a manner that ensures operability, ease of location and/or a clean appearance. A 6-inch barrier width shall be considered normal.
- vi. Weeds treated using a systematic chemical shall be left in place per manufacturer's recommendation. If the kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost, shall be made.
- vii. After a complete kill, all dead weeds shall be removed from the area.

v. Chemical Edging/Detailing - Frequency

- i. Chemical turf detailing around trees, turf boundaries, and various irrigation components, once every 2 months, or as stated.
- ii. Chemical application: beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, roadways, frontage roads, stream beds, slopes, and hillsides, once each month.

w. Chemical Application - Site Inspection and Reporting

- i. Prior to proceeding with any chemical application, the site is to be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation.
- ii. If an operation cannot be thoroughly completed within the designated time frame, Public Works shall be immediately notified through the Contractor's communication network.

x. Watering and Irrigation System Management

- i. Since water requirements by plant vary according to the season and a particular year, the Contractor shall pay extremely close attention to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed as well as the varieties shall be taken into consideration. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to, hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.

On some medians, native plant material might be planted which would require only a minimal amount of water. Overwatering these plants will cause them to die and replacement would then be the responsibility of the Contractor. A moisture sensing device may be attached to the controller to help control overwatering. Trees may have a combination of flood bubblers and drip emitters on the same, or separate supply lines.

- ii. To provide adequate soil moisture, the Contractor shall consider the soil conditions, humidity, minimizing runoff, and the relationship of conditions which affect day and night watering. This may include day time watering during freezing weather to prevent icy conditions and manual operation of the irrigation system and/or hand watering with portable sprinklers during periods of windy or inclement weather. A soil probe shall be used to a depth of 12 inches to determine the water penetration by random testing of the root zones.
- iii. Watering shall be regulated to avoid interference with any use of the roadways, paving, walks, or areas as designated for scheduled special events.
- iv. In the areas where wind creates problems of spraying water onto private property or road rights of way, the controllers shall be set to operate during lowest wind velocity which would normally occur at night or early morning hours. Irrigation water shall not sheet over the roadway. Any runoff of water is not to be tolerated.
- v. Irrigation system shall be controlled as to not cause any excessively wet or "waterlogged" areas, which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from overwatering and runoff drowning. Excess watering of native plants is to be discouraged.
- vi. New turf (up through the sixth mowing) shall be watered immediately after mowing. Well-established turf shall not be watered for at least 4 hours after mowing.
- vii. All groundcover areas shall be watered as needed to maintain a healthy condition, with appropriate care being taken not to overwater in shady areas.
- viii. Contractor shall be responsible for the operation of the automatic controllers, valves, sprinkler heads, and drip emitters in managing the overall irrigation water delivery system of the area. All irrigation systems shall be regularly inspected and tested according to these Specifications and frequencies specified herein.
- ix. Contractor shall insure that all personnel working on the irrigation system are fully trained in all phases of landscape

irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler and drip heads. This knowledge of landscape irrigation systems shall include, but not be limited to, the operation, maintenance, adjustment, and repair of said systems and their components.

- x. Contractor shall be responsible for maintenance of the irrigation system by performing the following tasks:
 - (1) Inspecting and reporting the status of the irrigation system.
 - (2) Adjusting and cleaning sprinkler heads (may require the removal of the sprinkler head for this function).
 - (3) Repairing or replacing sprinkler heads having a 1/2-inch inlet.
 - (4) Locating and informing Director/designee of malfunctioning and/or inoperable sprinkler heads having a 3/4-inch or larger inlet. Remove such heads and replace same with heads as provided by, and instructed by, the Director/designee. County will be responsible for providing to the Contractor sprinkler heads with a 3/4-inch inlet or greater.
 - (5) Providing all P.V.C. schedule 80 nipples, caps, plugs, elbows, couplings, etc., from the laterals to the heads due to normal wear.
 - (6) Providing replacements of all risers and swing joints due to normal wear.
 - (7) Flushing irrigation pipelines following repairs and replacements.
 - (8) Recovering and refastening of removed valve box covers.
 - (9) Conferring with the Director/designee regarding the need for replacement or relocation of inoperable sprinkler heads. County will require the Contractor, at no additional cost, to exchange operable with

inoperable sprinkler head(s) to priority areas within the median, as identified by the Director/designee.

- (10) Following the repair or exchange of sprinkler heads in turf areas, the sprinkler heads shall be returned to grade per as illustrated in Exhibit A.
- (11) Notifying the Director/designee of any damaged or inoperable major irrigation components, indicating the problem, location, size, and type of irrigation equipment. County will be responsible for the following components of the irrigation system: quick couplers, pumping systems, remote control valves, gate valves, automatic controller repairs, and backflow devices.
- (12) Replacing all irrigation components provided by County to the Contractor shall be completed within 24 hours upon receiving the component from the County.
- (13) Completing piping replacement of the irrigation system shall not be required by the Contractor. County will be responsible for the repair or replacement of leaking main and lateral irrigation lines.
- (14) Replacing irrigation components identified as the Contractor's responsibility shall be completed within 1 watering cycle of determining damaged or inoperable irrigation component.
- (15) Repairing immediately all broken or missing sprinkler heads or emitters causing a loss of a large amount of water.
- (16) Repairing irrigation system shall be with originally specified equipment of the same size and quality or substitutes approved by the Director/designee prior to any installation thereof.

y. Irrigation System Operability and Testing - Operation

- i. To insure the operability of the irrigation system, once a week the Contractor shall cycle controller(s) through each station manually and automatically check the function of all

facets of the irrigation system and report any damage or incorrect operation to the Director/designee.

- ii. During the testing, the Contractor shall:
 - (1) Adjust all sprinkler heads and drip emitters for the correct coverage to prevent excessive runoff and/or erosion and to prevent the spread of water onto roadways, sidewalks, hard surface areas and private property.
 - (2) Unplug clogged heads and flush lines to free lines of rock, mud, and debris.
 - (3) Record and report all system malfunctions, damage, and obstructions to the Director/designee and take corrective action.
 - (4) Replace or repair inoperable irrigation equipment identified as the Contractor's responsibility.
- iii. Beyond regular testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported.
- iv. Repair/replace malfunctioning sprinkler heads within 1 watering cycle.
- v. Correct malfunctioning irrigation systems and equipment identified as the Contractor's responsibility within 1 watering cycle of identification or following verbal notification.
- vi. Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the Director/designee.

z. Irrigation System Operability and Testing - Frequency

Operation and maintenance of the irrigation system shall receive from the Contractor no less than the following:

- i. Inspect for operability and proper adjustment of controllers, quick couplers, valves, and sprinkler heads, once per month or more frequently if problems/conditions indicate a need.
- ii. Adjust and correct for coverage, once per week.

- iii. Repair and/or replace, as determined by the Director/designee, damaged or inoperable sprinkler heads, as needed. Missing or broken heads must be replaced immediately to conserve water.
 - iv. Visual inspection of systems impact on median and checking of valve boxes for safety and security purposes, once per week.
 - v. Flush irrigation pipelines after repair or replacement of irrigation components, as needed.
 - vi. If an automatic irrigation system, or a portion of a system malfunctions, the Contractor, when authorized by the County, shall be responsible for the manual manipulation of that system for a period of 30 days from the date of the authorization. If the system requires manual manipulation for a greater period, the Director/designee may opt to pay the Contractor supplementally to continue the manual manipulation, or the Director/designee may decide to terminate the supplemental irrigation.
- aa. Watering and Irrigation System Management - Site Inspection and Reporting
- i. Each time a location is scheduled to receive services, the Contractor shall check the facility for irrigation system malfunctions and hazards created by the system. A comprehensive monthly system operability check shall identify malfunctions and needs for repair. It shall also cause repairs to be initiated. This work shall be done by knowledgeable and responsible Contractor employees.
 - ii. Contractor shall report all malfunctions, hazards, and emergencies immediately to the Director/designee.
 - iii. If an operation cannot be thoroughly completed within the designated time frame, the Director/designee shall be immediately notified through the Contractor's communication network.
 - iv. All Contractor's crews and supervisors working or reviewing a site shall be responsible for reporting malfunctions and mitigating any hazards.

- v. All lateral drip lines, despite size, shall be the responsibility of the Contractor for maintenance and replacement. The composition of these lines may vary depending on their location.
- vi. Drip emitters may become clogged with debris or calcium deposits and may need to be cleaned or replaced more frequently than spray heads. Drip emitters shall not be replaced with other types of watering devices without the written consent of the Director/designee.
- vii. Filters for a drip system shall be maintained to help prevent the emitters from clogging. The cost for this shall be part of the Irrigation/Watering proposal item.

2. Seasonal Specialty Tasks

The following seasonal specialty tasks shall be performed at the request of the Director/designee for which the Contractor will be compensated per the identified cost according to Form PW-2, Schedule of Prices.

a. Shrub and Tree Care/Pruning - Operation

- i. Tree pruning shall be performed with the intent of developing structurally sound trees that have symmetrical appearance with the proper vertical and horizontal clearance as follows:
 - (1) All trees shall be trimmed, shaped, and thinned.
 - (2) All dead and damaged branches and limbs shall be removed, and a smooth cut shall be made outside the branch bark ridge.
 - (3) All trees shall be trimmed to prevent encroachment on private property.
- ii. Shrubs shall be pruned to encourage healthy growth habits and for shape to retain their natural form and proportionate size. Restrict growth of shrubbery to area behind curbs and walkways within planter beds by trimming. Under no circumstances shall hedge shears be used as a means of pruning.

iii. Pruning Procedures

- (1) Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. NEVER LEAVE SHORT STUBS. Some trees produce a corky ring of growth where a limb originates. The pruning cut shall be made toward the outside portion of the "collar." If a tree does not produce this characteristic "collar," then make the cut flush to the limb.
- (2) All limbs 1 1/2 inches or greater in diameter shall be undercut to prevent splitting.
- (3) All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.
- (4) All cuts exceeding 1/2 inch shall be treated with an appropriate tree heal compound.
- (5) All equipment utilized shall be clean, sharp, and expressly designed for tree pruning.
- (6) Climbing spurs shall not be used.

iv. Pruning Criteria

- (1) The initial step of pruning shall be the removal of all deadwood, weak, diseased, insect infested, and damaged limbs.
- (2) All trees shall be pruned for vertical and horizontal clearance. Such clearances are 7 feet for pedestrian areas and walkways and 14 feet for vehicular roadways.
- (3) All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on 12-inch or 24-inch spacing.
- (4) All trees shall be thinned of smaller limbs to distribute the foliage evenly.
- (5) All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.

- (6) All suckers and sprouts shall be cut flush with the trunk or limb.
- (7) No stubs shall be permitted.
- (8) All structural weaknesses such as split crotches or limbs, diseased or decayed limbs, or severe damage shall be reported to the Director/designee.
- (9) Special emphasis shall be placed upon public safety during pruning operations, particularly when adjacent to roadways.
- (10) All green waste and debris shall be removed and disposed of off-site at the end of each day's work.
- (11) All trees which are downed by either natural or unnatural causes shall be removed and disposed offsite. Where possible, stumps shall be removed to 24 inches below grade and wood chips and hole backfilled to grade.

b. Renovation/Vertical Mowing - Operation

- i. Care shall be taken to avoid unnecessary or excessive injury to the turf grass.
- ii. Sweep or take the dislodged thatch from the turf areas and dispose of off-site.
- iii. Standard renovating or vertical mowing type equipment shall be used.
- iv. Vertical mowing to remove the thatch in turf areas shall be done to encourage healthy growth and to maintain acceptable appearance.
- v. Renovation -Turf
 - (1) Renovate to the soil line and remove all excessive thatch in turf area.
 - (2) After the thatch is removed and upon completion of turf renovation all turf areas shall be over seeded, mulched, and watered.

- (3) Areas to be overseeded shall be seeded utilizing blends or mixtures at the rate application recommended by the Director/designee.
- (4) Mulch shall be spread evenly over the entire area to a uniform depth as requested.
- vi. All planted areas shall be cultivated to encourage water penetration, fertilizer absorption and gaseous exchange.

c. Turf Reseeding/Restoration of Bare Areas - Operation

- i. Contractor shall overseed all damaged, vandalized, and bare areas to reestablish turf to an acceptable quality.
- ii. Areas to be over seeded shall be seeded utilizing blends or mixtures at the rate of application by the Director/designee.
- iii. Contractor may once each year, in the fall, overseed all turf areas after aerification and overseed all bare spots as-needed throughout the remainder of the year to reestablish turf to an acceptable quality. Contractor shall aerify, renovate or verticut, seed, and mulch (spread evenly over the entire area to a uniform depth of 1/4 inch) in this sequence. The Director/designee may require the use of sod when deemed necessary. Contractor shall be entitled to additional compensation for the cost of the sod only provided loss of turf was not due to the negligence of the Contractor.

Overseeding shall be sown at a rate of 5 pounds per 1,000 square feet and reseedling of bare areas shall be sown at a rate of 8 pounds per 1,000 square feet. The following seed specifications shall be used for all overseeding and reseedling:

Name	Prop	Purity	Germination
Newport Blue Grass	20%	95%	90%
Lolium Perenne "Pennfine" Rye	26.3%	95%	85%
Pennant Rye	26.3%	95%	85%
Derby Rye	26.3%	95%	85%

d. Disease/Insect Control - Operation

- i. All landscaped areas shall be maintained free of disease and insects that could cause damage to plant materials,

including, but not limited to, trees, shrubs, ground cover, and turf.

- ii. The Director/designee shall be notified immediately of any disease, insects, or unusual conditions that might develop.
- iii. A disease control program to prevent all common diseases from causing serious damage shall be provided on an as-needed basis. Disease control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

e. Plant Materials - Operation

- i. Plant materials shall conform to the requirements of the Landscape Plan of the areas and the "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plants of record and specifications shall be consulted to insure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects.
- ii. Substitutions may be allowed but only with prior written approval by the Director/designee.
- iii. Plant names used in the landscape plan of the area conform to "Standard Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases not covered therein, the custom of the nursery trade shall be followed.
- iv. Quality
 - (1) Plants shall be sound, healthy, vigorous, free from plant disease, insect pest or their eggs, and shall have healthy normal root systems and comply with all State and local regulations governing these matters, and shall be free from any noxious weeds.
 - (2) All trees shall be measured 6 inches above the ground surface.
 - (3) Where caliper or other dimensions of any plant material are omitted from the Plant List, it shall be understood that these plant materials shall be normal stock for type listed. They shall be sturdy enough to stand safely without staking.

- (4) Plant materials shall be symmetrical, and/or typical for variety and species and conform to measures specified in the Plant List.
 - (5) All plant materials shall be provided from a licensed nursery and shall be subject to acceptance as to quality by the Director/designee.
 - v. All shrubs shall be guaranteed to live and remain in healthy condition for no less than 30 days from the date of acceptance of the job by the Director/designee.
- f. Fertilization - Operation
- i. All fertilizer/micronutrient shall be approved by the Director/designee prior to application.
 - ii. Application of the fertilizer shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.
 - iii. All turf areas shall receive not less than 1 pound of actual available nitrogen in a balance fertilizer form for each 1,000 square feet of turf area. All fertilizer shall be inorganic and granular in form with an approximate ratio of 4-1-2.
 - iv. Areas shall be fertilized utilizing ratios and mixtures recommended by the Director/designee at the rate of application per the manufacturer's recommendation.
 - v. Fertilization shall be done twice a year during the following months:

First application: Early April following aerification.

Second application: Late September following aerification.

3. Additional Work

- a. The Director/designee has the discretion to authorize the Contractor to perform additional work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism; natural disasters; third party negligence; or improvement, modification, or refurbishment of existing landscaping and irrigation systems. Any

work not provided for elsewhere in this Contract, but authorized by the Director/designee and performed by Contractor, shall be paid by County as specified in Form PW-2, Schedule of Prices.

- b. Prior to performing any additional work, Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No additional work shall commence without the written authorization from the Director/designee. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Director/designee may orally authorize the work to be performed upon receiving an oral estimate from Contractor. However, within 24 hours after receiving an oral authorization, Contractor shall submit a written estimate to the Director/designee for approval.
- c. All additional work as provided for in Exhibit A, Section D.3, Additional Work, shall commence on the specified date established. Contractor shall proceed diligently to complete said work within the time allotted.

The County reserves the right to determine if any work is or will be needed under this Contract, at the County's sole and absolute discretion. The Contractor will not be entitled to any claim for loss profits or otherwise, should the County fail to determine a need for services under this Contract.

E. Damage By Contractor

- 1. All damages incurred to existing facilities by Contractor's operation shall be repaired or replaced at Contractor's expense.
- 2. All such repairs or replacements shall be completed within the following time limits:
 - a. Irrigation damage shall be repaired or replaced within 1 watering cycle.
 - b. All damages to shrubs, trees, turf or ground cover shall be repaired or replaced within 5 working days.
- 3. All repairs or replacements shall be completed according to the following maintenance practices:

a. Trees

Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or certified arborist.

If damage results in loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of Director/designee.

b. Shrubs

Minor damage may be corrected by appropriate pruning as required in the "Pruning and Hedge Trimming Operation" of the On-Going Maintenance Specifications.

Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the provisions in "Plant Materials" of the Seasonal Specialty Task Specifications.

c. Chemicals

All damage resulting from chemical operation, either spray-drift or lateral-leaching, shall be corrected according to the aforementioned maintenance practices and the soil conditioned to insure its ability to support plant life.

d. Appurtenances

All damage caused to components from accidents or cumulative effects of Contractor's staff improperly applying materials or other incidents caused by the carelessness of Contractor's staff shall be corrected at Contractor's expense.

F. Office of Inquiries and Complaints

1. Contractor shall maintain an office at some fixed location in the Los Angeles Metropolitan Area. Contractor shall maintain a telephone therein, listed in the telephone directory in its own name or in the firm name by which it is most commonly known, and as found on doors of maintenance vehicles. Contractor shall, during the daily hours of maintenance operation, have some responsible person(s) employed by Contractor to take the necessary action regarding all inquiries and complaints that may be received from the Director/designee, County personnel, or patrons using the facilities. An answering service shall be considered an acceptable substitute to full-time coverage, provided the

Contractor is advised of any complaint within 1 hour of such complaint by the answering service.

During normal working hours, the Contractor's supervisor or designated employee who is responsible for providing maintenance services, shall be available for notification through electronic communications.

2. Contractor shall maintain a written log of all complaints, the date, time, and the action taken or reason for the inaction. The log of complaints shall be open to inspection by the Director/designee at all reasonable times.
3. All complaints shall be abated as soon as possible after notification, but in all cases within 24 hours, to the satisfaction of the Director/designee. If any complaint is not abated within 24 hours, the Director/designee shall be notified immediately of the reason for not abating the complaint, followed by a written report to the Director/designee within 5 days. If a complaint is not abated within the time specified or to the satisfaction of the Director/designee, the Director/designee may correct the specific complaint. The total cost incurred by the County will be deducted from the payments owing to the Contractor from the County.

G. Maintenance Schedules

1. Contractor shall, within 10 days after the effective date of this Contract, submit a work schedule to the Director/designee for review and approval. Said work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning and afternoon.
2. Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Director/designee for approval within 5 working days prior to scheduled time for the work.
3. The above provisions are not to be construed to eliminate the Contractor's responsibility in complying with the requirements to notify the Director/designee for Specialty Type maintenance as set forth immediately hereinafter.

4. Contractor shall notify the Director/designee, in writing, at least 2 weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" operations are:
 - a. Fertilization
 - b. Turf renovation/reseeding
 - c. Micronutrients/soil amendments
 - d. Spraying of trees, shrubs, or turf
 - e. Aesthetic tree pruning
 - f. Other items as determined by the Director/designee.
5. The schedule shall specify day(s) of the week for work to be done, i.e., second Tuesday or second Tuesday and Thursday, etc.

H. Contractor's Staff

1. Contractor shall provide sufficient personnel to perform all work according to the Specifications set forth herein. The Contractor's employees whether assigned to any one facility or as part of a crew serving any number of facilities, shall include at least one individual who speaks and comprehends the English language.
2. The Director/designee may at any time give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the Director/designee, detrimental to the interest of the public patronizing the premises. Contractor shall meet with representatives of the Director/designee to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to assure the Director/designee that the conduct and activities of the Contractor's employees shall not be detrimental to the interest of the public patronizing the premises.
3. The Director/designee may require the Contractor to establish an identification system for personnel assigned to the facilities which indicates to the public the name of the Contractor responsible for the landscape and grounds maintenance services. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and/or name badges as approved by the Director/designee.
4. Each Contractor's employee shall adhere to a basic standard of working attire. This standard is a uniform, proper shoes, and other gear required by State safety regulations, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times.

I. Certifications/Reports

1. Payroll and Prevailing Wage Report

Contractor shall complete a Payroll and Prevailing Wage Certification Report, which shall be made available to the Director/designee concurrent with the monthly invoicing in a form acceptable to the Director/designee. The monthly payment will not be made until such reports are received and found acceptable by the Director/designee.

2. Maintenance Function Report

Contractor shall maintain and keep current a report that records when all periodic, seasonal, additional work, and maintenance functions performed by Contractor's personnel were completed. The report shall be in a form and content acceptable and available to the Director/ designee. It shall be submitted to the Director/designee upon request, within 3 working days.

J. Signs/Improvements

Contractor shall not post signs or advertising matter upon the premises or improvements thereon, unless prior approval is obtained from the Director/designee.

K. Utilities

The County shall pay for all utilities except the telephone. However, water usage shall not exceed an amount required to comply with irrigation schedules established by the Director/designee. Contractor shall pay for all excessive utility usage due to the Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to the Contractor from County, will be presented to the Contractor by the Director/designee prior to actual deduction to allow for explanations.

L. Noninterference

Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

M. Use of Chemicals

1. All Contractor's work involving the use of chemicals shall be in compliance with all Federal, State and local laws and shall be accomplished by a Certified Applicator under the direction of a Licensed Pest Control Advisor (PCA). Contractor, in complying with the California Food and Agricultural Code, shall provide a copy of a valid State of California, Department of Pesticide Regulation, Pest Control Business License and a valid Pest Control Advisor's License in the proper categories for the work to be done, or a copy of said licenses from a subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained to the Director/designee.
2. A listing of proposed chemicals to be used including: commercial name, application rates, and type of usage shall be submitted to the Director/designee for approval at the commencement of the Contract. No work shall begin until written approval of use is obtained from the Director/designee.
3. Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. Application shall be in strict accordance with all governing regulations.
4. Records of all operations stating dates, times, methods of application, chemical formulations, applicators' names, and weather conditions shall be made and retained in an active file for a minimum of three years. Contractor shall provide a chemical use report (site specific) with monthly billing. A copy of the PCA recommendation for each application (site specific) shall be provided to the monitor and applicator prior to each application. This shall be in addition to the copy of the usage summary provided to the Agricultural Commissioner.
5. All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Director/designee.
6. All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.
7. Chemicals shall be applied when air currents are still, to prevent drifting onto adjacent property and toxic exposure to persons, whether or not they are in or near the area of application.

N. Specific Requirements

1. Locks and Keys

- a. County may develop a lock system with a specific number of locks for controllers and valve/pump cover boxes during the term of this Contract. Contractor shall be responsible for purchasing similar locks upon loss of any County-owned locks initially provided to the Contractor. County shall provide the Contractor on a one-for-one exchange, locks that have been vandalized or are inoperable.
- b. Contractor may provide a lock system, at the Contractor's expense. However, a second set of identified keys must be given to the Director/designee.
- c. Contractor shall:
 - i. Be responsible for the series of keys provided by the County and shall, in turn, assign these keys to their personnel for use in maintaining these facilities outlined in these Specifications.
 - ii. Be held responsible for the proper use and safe keeping of all keys issued by the County to the Contractor.
 - iii. Report all lost or stolen keys to the Director/designee within 24 hours of discovery of the loss. Contractor shall reimburse the County for the cost, as determined by the Director/designee, of rekeying the location or duplicating additional keys.
 - iv. Upon termination, cancellation, or expiration of this Contract, return all keys received from the County, or keys for locks replaced by the Contractor, to the Director/designee.
 - v. Not duplicate any keys provided by the County. California law stipulates that it is unlawful for a person to duplicate any keys without the permission of the owner. The penalty for violation of this law is either six months imprisonment or a \$500 fine or both.

O. AB 939 County Diversion Requirements

The California Integrated Waste Management Act of 1989 (AB 939) requires that all cities and counties in the State of California divert materials going to landfill by 50 percent by the year 2000. To assist in achieving this mandate, all contractors handling landscape materials for the County shall be required to divert all landscape materials from any landfills and cogeneration facilities. Landscape

materials utilized for alternate daily landfill cover are currently acceptable for diversion credit. Contractor shall be required to seek recycling alternatives for these organic, biodegradable landscape materials. Acceptable recycling alternatives would include the utilization of these materials as feedstock for composting, cocomposting, mulching, soil amendment, and wood chip products.

Contractor shall be required to arrange for the chipping and transport of all landscape materials to their selected processor with all cost to be borne by the Contractor. In addition, the Contractor shall provide proof of delivery of the material and weight tickets (from an approved public or private scale) or a signed statement of verification that all of the above AB 939 requirements have been met.

P. National Pollutant Discharge Elimination System

Contractor shall not allow any debris from its operations under this Contract to be deposited into the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES).

Q. Storage Facilities

The County will not provide storage facilities for the Contractor.

R. Removal of Debris

All debris derived from the landscape and median maintenance services specified herein shall be removed from Public Works property and disposed of at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the NPDES.

S. Special Safety Requirements

1. Contractor agrees to perform all work outlined in this Contract in a way that meets all accepted standards for safe practices during the maintenance operation and to safely maintain equipment and materials or other hazards consequential or related to the work and agrees, additionally, to accept the sole responsibility for complying with all local, County, State or other legal requirements, including, but not limited to, full compliance with the terms of the applicable OSHA and Cal/OSHA Safety Orders at all times to protect all persons, including the Contractor's employees, agents of the County, vendors, members of the public or others, from foreseeable injury or damage to their property. Contractor shall inspect all potential hazards at said facilities and keep a log indicating dates inspected and action taken.

2. It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that render(s) any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The Director/designee shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections, including, but not limited to, filling holes in turf areas, using barricades or traffic cones to alert patrons of the existence of hazards, and replacing valve box covers, in order to protect members of the public or others from injury. During normal hours the Contractor shall obtain emergency medical care for any member of the public who is in need thereof, due of illness or injury occurring on the premises. Contractor shall cooperate fully with County in the investigation of any accidental injury or death occurring on the premises including a complete written report thereof to the Director/designee within 5 days following the occurrence.
3. Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.
4. All herbicide applications shall be under the direct supervision of a Commercial Applicator certified by the State of California.

T. Maps

Please refer to Exhibit E, Area Maps.

U. Responsibilities of the Contractor

1. Contractor shall thoroughly complete each task in a professional manner. To this end, quality equipment and materials that comply with all current regulations shall be used.
2. Contractor shall be required to provide landscape and median maintenance services, including, but not limited to, maintenance of turf, groundcover, shrubs and trees; renovation of turf and groundcover areas; pruning of trees and shrubs; taking care of weed, vegetation disease, and pest control; operating of the irrigation systems; repairing sprinkler heads and risers; and maintaining equipment pursuant to these Specifications and to the frequencies established by the County, as set forth herein or revised by County. The specific frequencies per site are identified in Form PW-2, Schedule of Prices, and govern Contractor's completion of required operations.
3. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover or turf areas.

4. Contractor recognizes that during this Contract, other activities may be conducted by County work forces and other contracted parties. These activities may include, but not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm-related operations. Contractor may be required to modify or curtail certain tasks and operations. Contractor shall promptly comply with any request made by the Director/designee.
5. Contractor shall, during the hours and days of maintenance service as identified in Exhibit A, Section B, Hours and Days of Maintenance Service, respond to all emergencies within 2 hours of notification.
6. Contractor shall be required to clearly identify and equip each vehicle used at Public Works service areas with decals on the exterior right and left front door panels, visible and readable from a distance of 50 feet, identifying Contractor's name and phone number.

V. Responsibilities of Public Works

The County will determine the need for, and provide, jobsite inspection.

W. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

X. Prevailing Wage

The Director of the Department of Industrial Relations of the State of California has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at <http://www.dir.ca.gov/>.

The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775, of the Labor Code (State of California), Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each

worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

Y. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;
 - b. The parties are both experienced in the performance of the Contract work;
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
 - d. The parties are not under any compulsion to contract;
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's

failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$100 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested service.

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, and other appropriate exhibits and amendments. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by these this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Fiscal Year. The 12 month period beginning July 1st and ending the following June 30th.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the contractor to employ a subcontractor at any tier; to employ or agree to employ a subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.
2. The Board or County's Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Administrative Officer. To implement such changes, an amendment to this Contract shall be prepared by Public Works for execution by Contractor and the Director.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time provided; however, that the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give

majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the Board adopts, in any fiscal year, a County budget which provides for reduction in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions) and the services to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in this Contract.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.

2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent

County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

K. Consideration of Hiring GAIN/GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. County's Quality Assurance Plan

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment

upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless, County, its Board, agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its Board, agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

U. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.
8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

V. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

W. No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/termination of this Contract.

X. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

Y. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

Z. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

AA. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Chief, Administrative Services Division
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual contractor or by a copartner, if contractor is a partnership; or by the president, vice president, secretary, or general manager, if contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said contractor shall in any case be sufficient notice.

BB. Publicity

1. Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit

Contractor from publicizing its role under this Contract within the following conditions:

- a. Contractor shall develop all publicity material in a professional manner.
- b. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
- c. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

CC. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

DD. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted

accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
4. In addition to the above, Contractor agrees, should County or its authorized representatives determine, in County's sole discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to

evaluate Contractor's compliance with County's Living Wage Program, Contractor shall promptly and without delay provide to County, upon the written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to County under this Contract, including without limitation, records relating to work performed by said employees on Contractor's non-County contracts. Contractor further acknowledges that the foregoing requirement in this paragraph relative to Contractor's employees who have provided services to County under this Contract is for the purpose of enabling County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by Contractor at a location in County, provided that if any such materials and information is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

EE. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

FF. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the subcontractor;
 - b. A draft copy of the proposed subcontract; and

- c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460 before any subcontractor employee may perform any work hereunder.

GG. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

HH. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

II. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, County shall have the right, in its sole discretion, to terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 3

TERMINATIONS

A. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to this Exhibit's Termination for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination for Convenience

1. This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.
2. After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:
 - a. Stop work under this Contract on the date and to the extent specified in such notice, and
 - b. Complete performance of such part of the work as shall not have been terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is terminated, Contractor shall complete within the Director's termination date contain within the Notice of Termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination for Default

1. County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Contract Manager:
 - a. Contractor has materially breached this Contract; or
 - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract, or
 - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
3. Except with respect to defaults of any subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.
4. If, after County has given notice of termination under the provisions of this paragraph, it is determined by County that Contractor was not in default

under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Exhibit's Termination for Convenience.

5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "subcontractor" and "subcontractors" mean subcontractor at any tier.

D. Termination for Improper Consideration

1. County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

E. Termination for Insolvency

1. County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
 - c. The appointment of a bankruptcy Receiver or Trustee for Contractor;
or
 - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately terminate for default or suspend this Contract.

G. Termination for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim, therefor, against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County;
- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions; and
- d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor

conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate termination of this Contract for default.

L. Public Convenience

Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless County, its board, Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its subcontractors or County, attributable to any alleged act or omission of Contractor and/or its subcontractors

which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract;
 - b. Clearly evidence all coverage required in this Contract;
 - c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
 - d. Include copies of the additional insured endorsement to the commercial general liability policies, adding County, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Contract; and
 - e. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be

executed by a corporate surety licensed to transact business in the State of California.

3. **Insurer Financial Rating:** Insurance is to be provided by an insurance company acceptable to County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.
4. **Failure to Maintain Coverage:** Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
5. **Notification of Incidents, Claims, or Suits:** Contractor shall report to County's Contract Manager:
 - a. Any accident or incident relating to work performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Contract Manager.
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following. (Can be met by a combination of primary and excess insurance coverage):
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate: \$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage):
3. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

- a. Each Accident: \$1 million
- b. Disease - policy limit: \$1 million
- c. Disease - each employee: \$1 million

As a condition precedent to its performance pursuant to this Contract, Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the

Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

4. Property Coverage: Such insurance shall be endorsed naming County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:
 - a. Personal Property: Automobiles and Mobile Equipment - Special form (all risk) coverage for the actual cash value of County-owned or leased property.
 - b. Real Property and All Other Personal Property - Special form (all risk) coverage for the full replacement value of County-owned or leased property.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Contract. "Full-time"

means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring

reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the

event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. **Withholding Payment:** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. **Termination:** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
3. **Debarment:** In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use

non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

SECTION 10

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than ten percent of the amount of this Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify Public Works of this information prior to responding to a solicitation or accepting a contract award.

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.

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Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2006)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2006 are less than \$38,348 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2007.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3876.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2006 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2006 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2006 and owes no tax but is eligible for a credit of \$824, he or she must file a 2006 tax return to get the \$824 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2007 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2006)
Cat. No. 295901



No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EAST COUNTY MEDIANS

	LOCATION	LIMITS	DESCRIPTION	THOMAS GUIDE
①	GRAND AVENUE MEDIANS	HOLT AV. TO WALNUT CITY LINE.	TREES, BUSHES, GRASS	599-D7 639-D1, E1, E2, E3
②	BARRANCA AVENUE MEDIANS	HOLLYVALE ST. TO NEWBURGH ST.	TREE AND BUSHES	569-C6, C7 599-C1, C2
③	HARBOR BOULEVARD MEDIANS	PATHFINDER RD. TO ORANGE CO. LIMIT	TREES AND PLANTS	708-J1, H2, G3
④	NOGALES STREET MEDIANS	COLIMA RD. TO PATHFINDER RD.	TREES AND PLANTS	679-B6, C6
⑤	FAIRWAY DRIVE MEDIANS	WALNUT DR. TO COLIMA RD.	TREES AND PLANTS	679-E4

PROJECT
NAME

EAST COUNTY MEDIANS

PROJECT ID

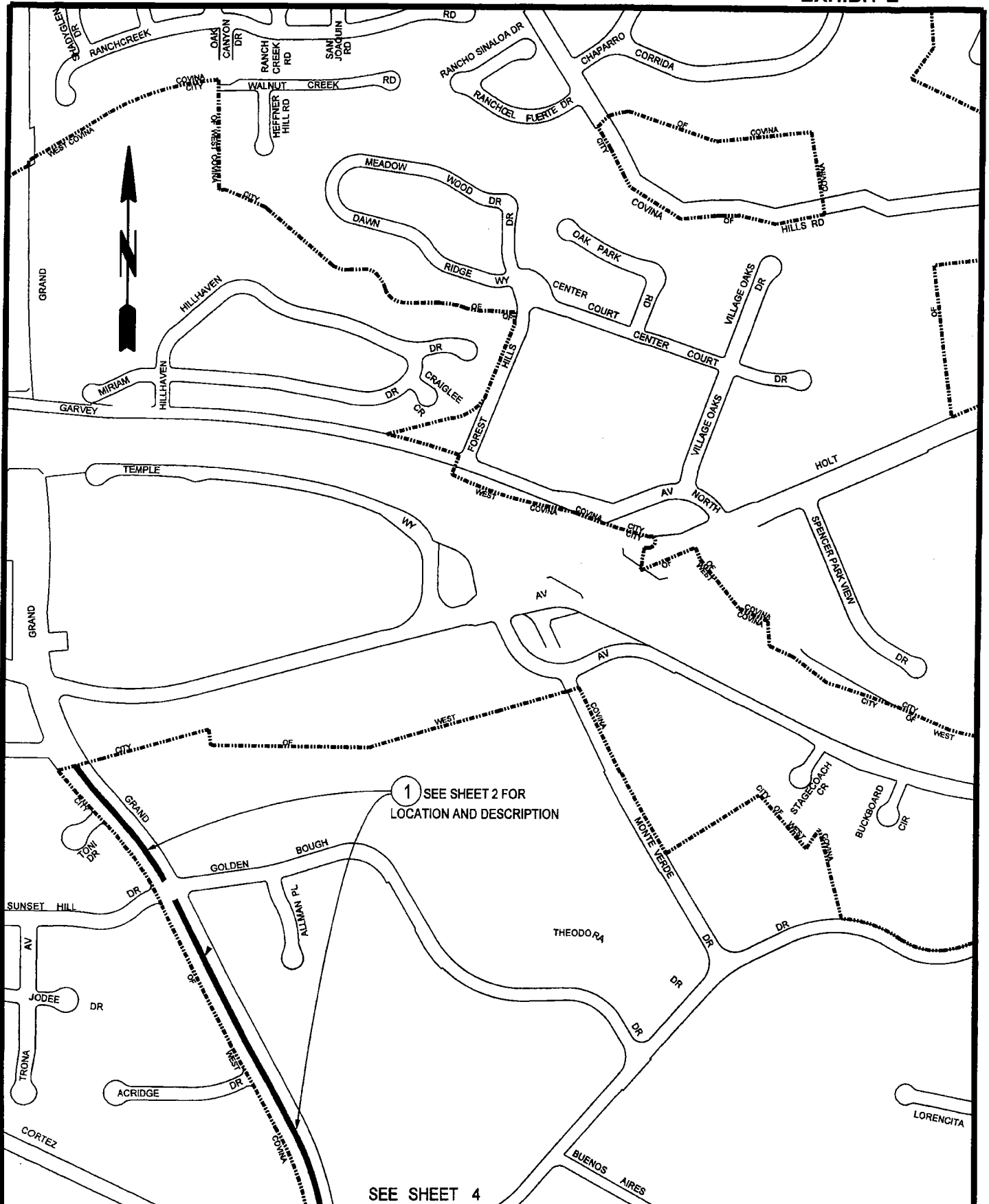
PROJECT
ENGINEER

S. HOURANY

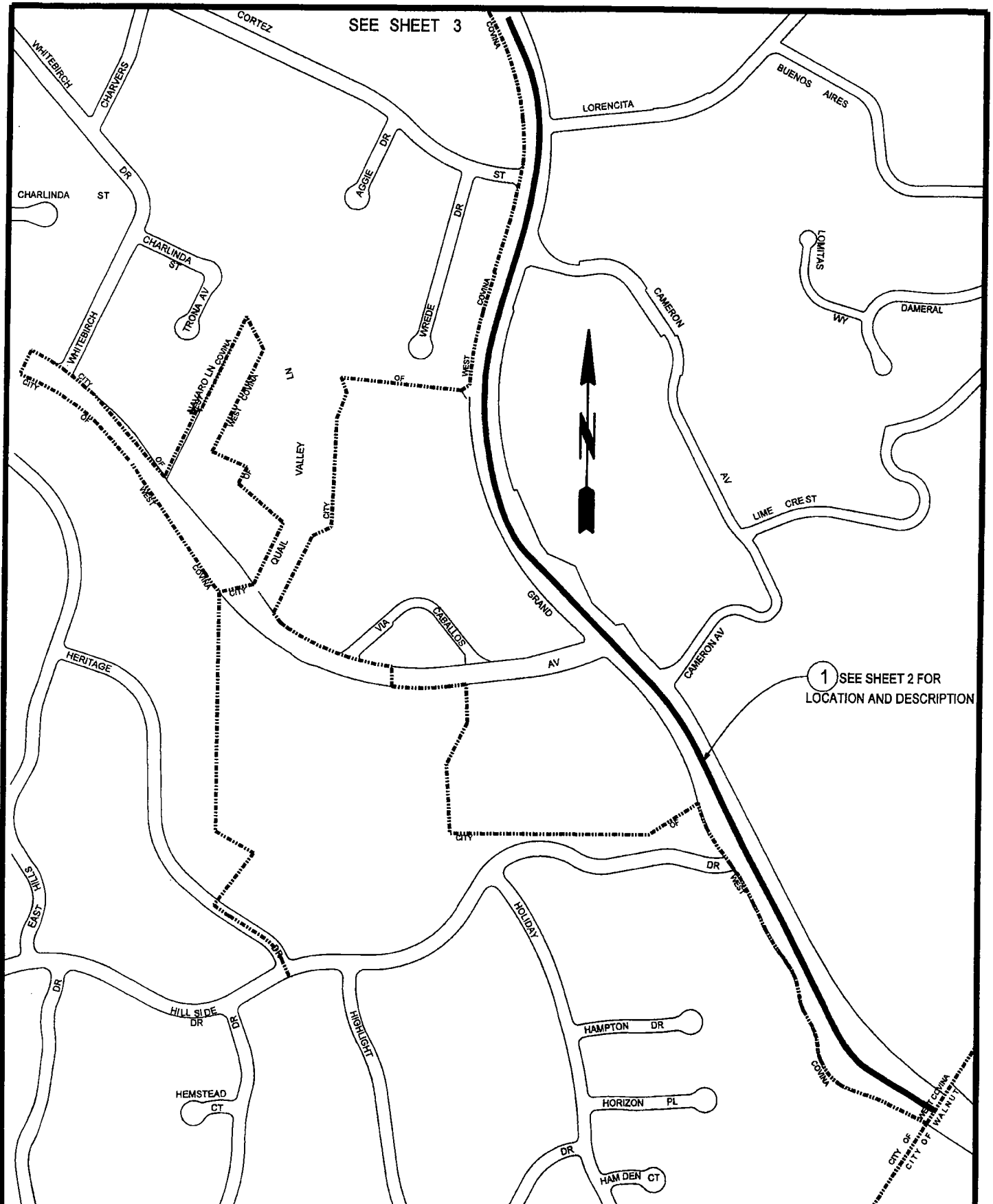
C.E. NO.
C 54213LOS ANGELES COUNTY DEPT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION - DISTRICT 1T.G.
678 G,H-5,6

FILENAME

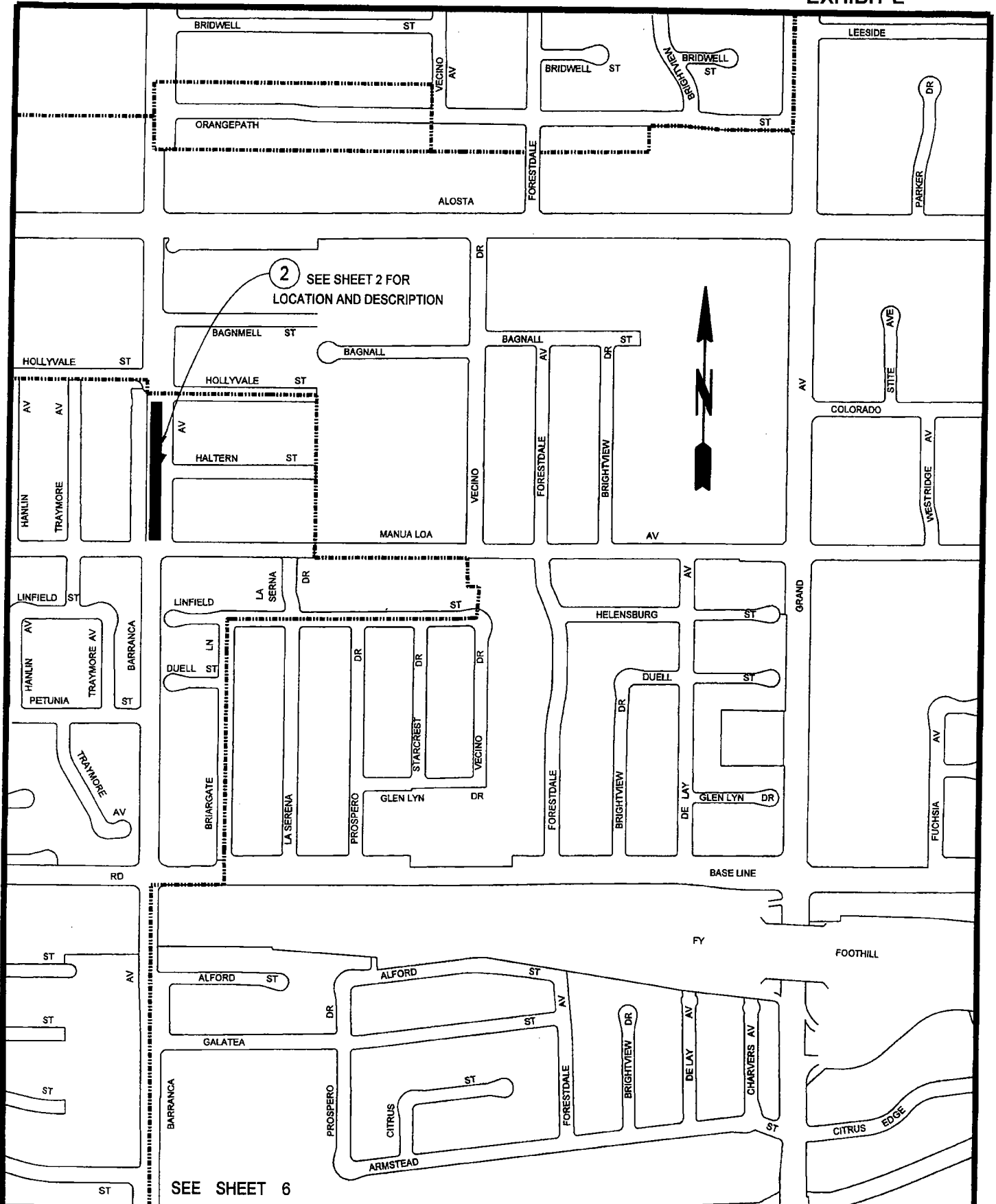
SCALE
1" = 500'SHEET
2 OF 13



PROJECT NAME				PROJECT ID			
EAST COUNTY MEDIANS							
PROJECT ENGINEER	S. HOURANY	C.E. NO.	C 54213	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS	T.G.	FILENAME	SCALE
				ROAD MAINTENANCE DIVISION - DISTRICT 1	599 E,F-8,7	RD518_MAP	1" = 500'
							SHEET
							3 OF 13

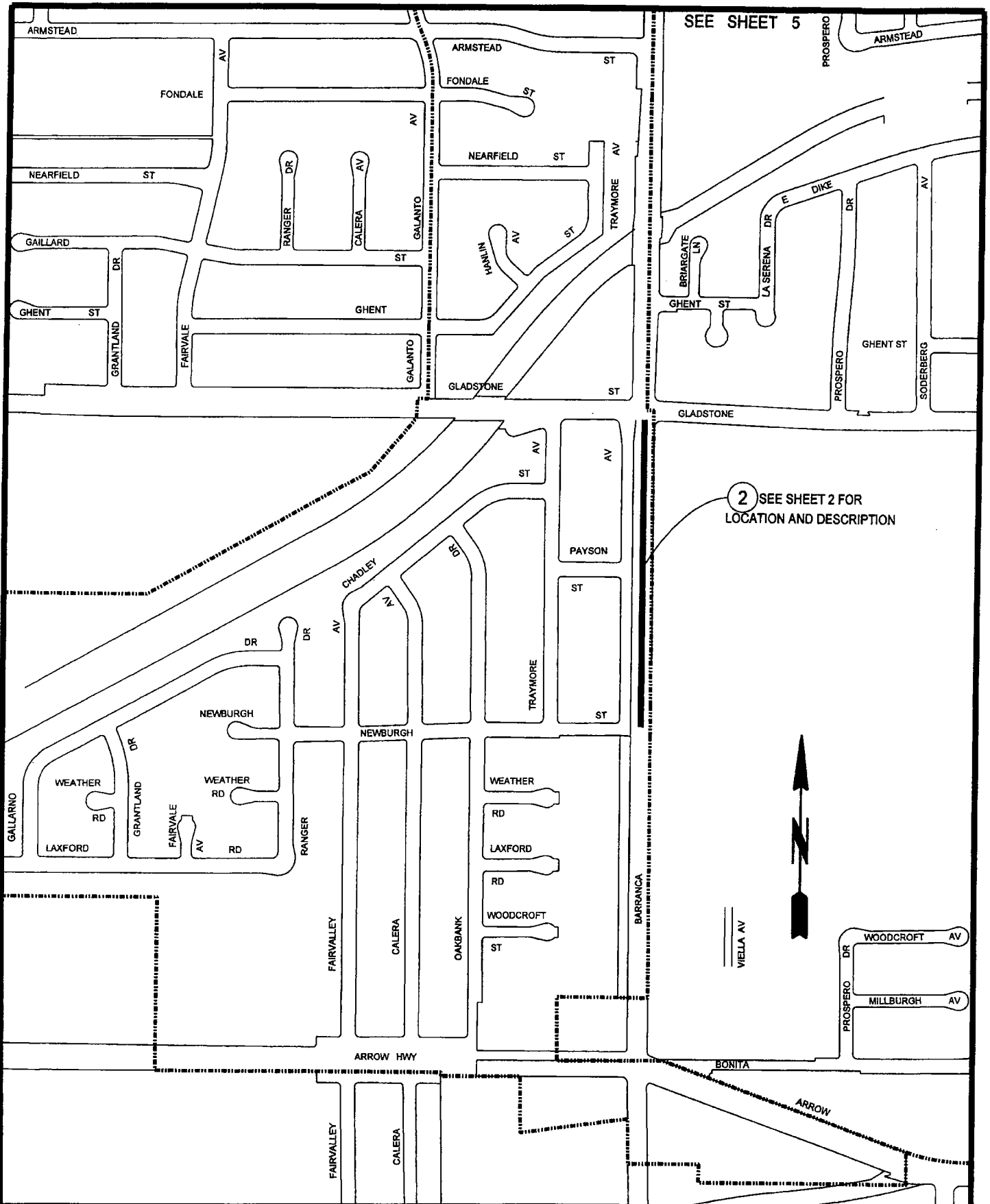


PROJECT NAME			EAST COUNTY MEDIANS			PROJECT ID	
PROJECT ENGINEER	S. HOURANY	C.E. NO. C 54213	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1			SCALE 1" = 500'	SHEET 4 OF 13
			T.G. 639 D,E-1,2			FILENAME RD518_MAP	



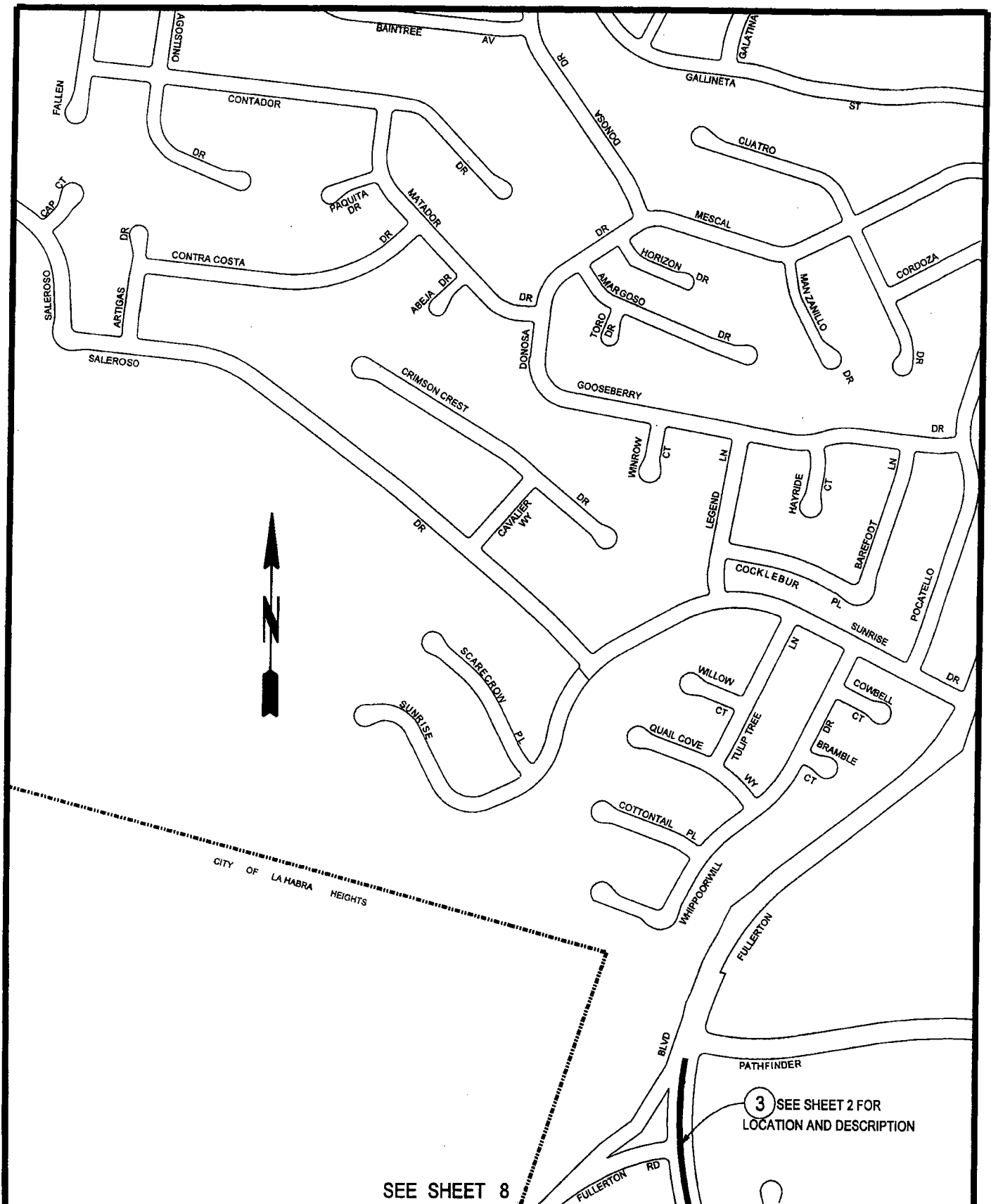
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PROJECT ENGINEER	S. HOURANY	C.E. NO.	C 52544	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS	T.G.	589 C,D-6
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					SHEET	5 OF 13

EXHIBIT E



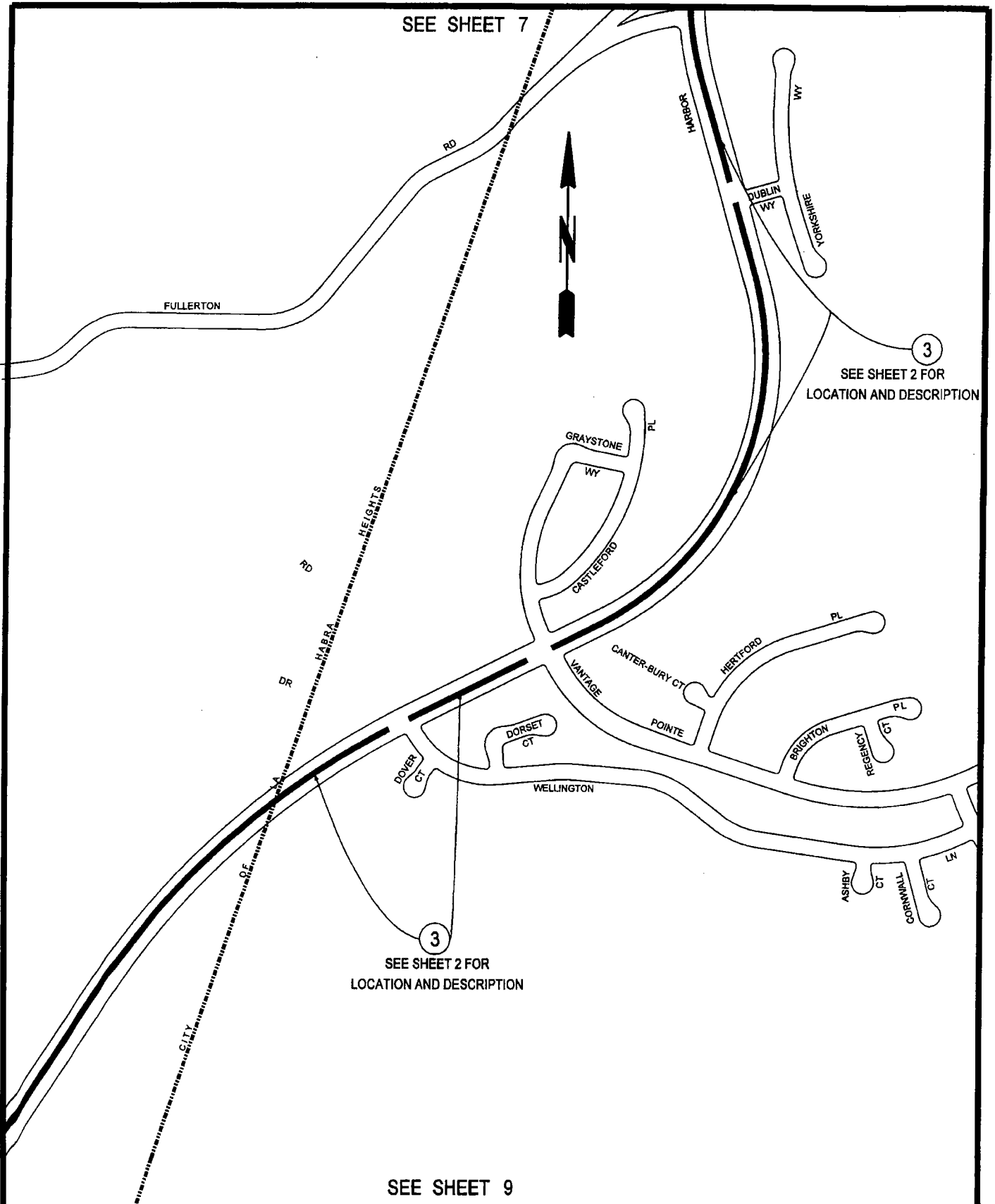
PROJECT NAME				PROJECT ID			
EAST COUNTY MEDIANS							
PROJECT ENGINEER	S. HOURANY	C.E. NO.	C 54213	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS	T.G.	FILENAME	SCALE
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							SHEET
							6 OF 13

EXHIBIT E

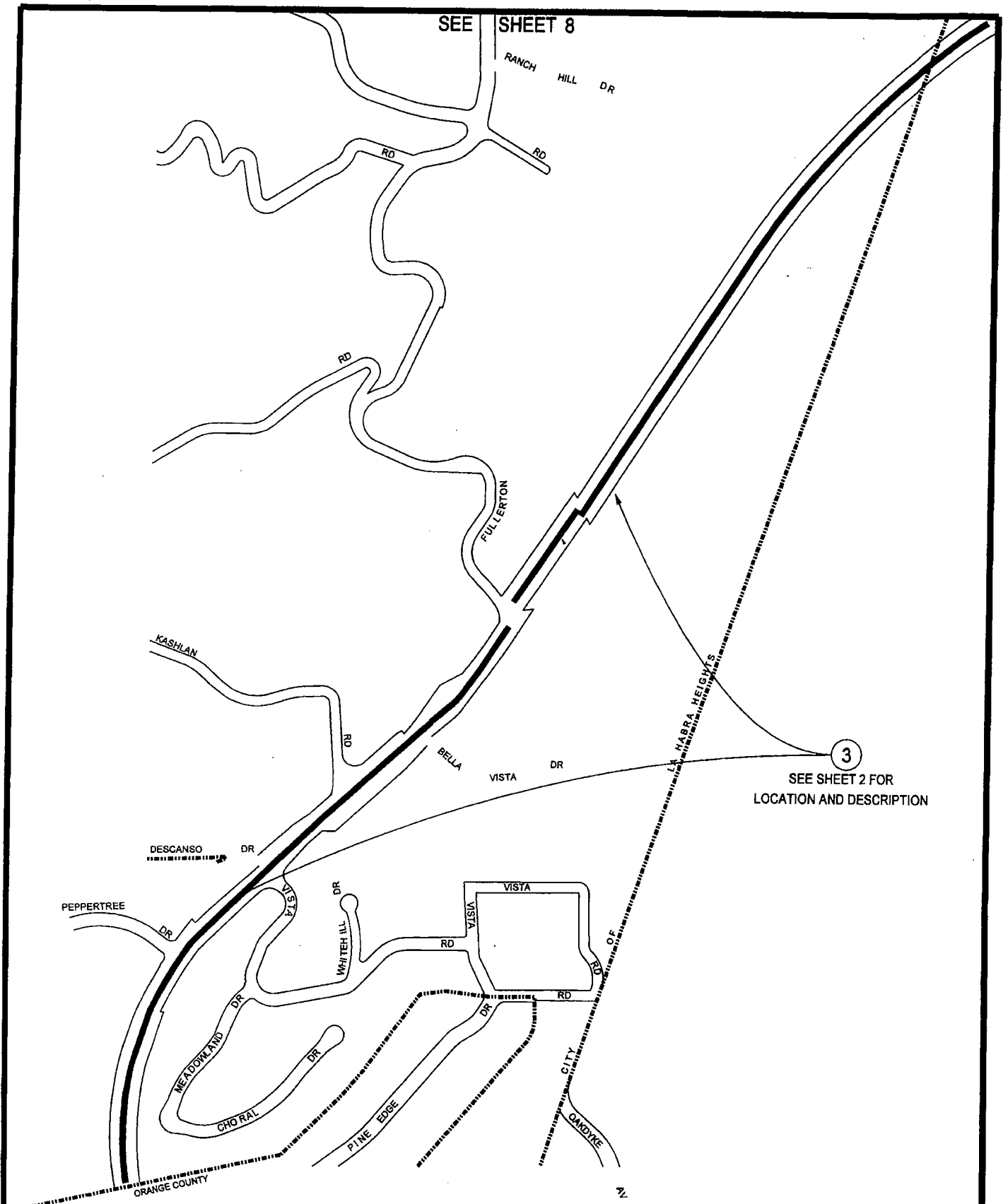


PROJECT NAME		EAST COUNTY MEDIANS				PROJECT ID	
PROJECT ENGINEER	S. HOURANY	C.E. NO. C 54213	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 678 H,J-6,7	FILENAME RD417_MAP	SCALE 1" = 500'	SHEET 7 OF 13

EXHIBIT E

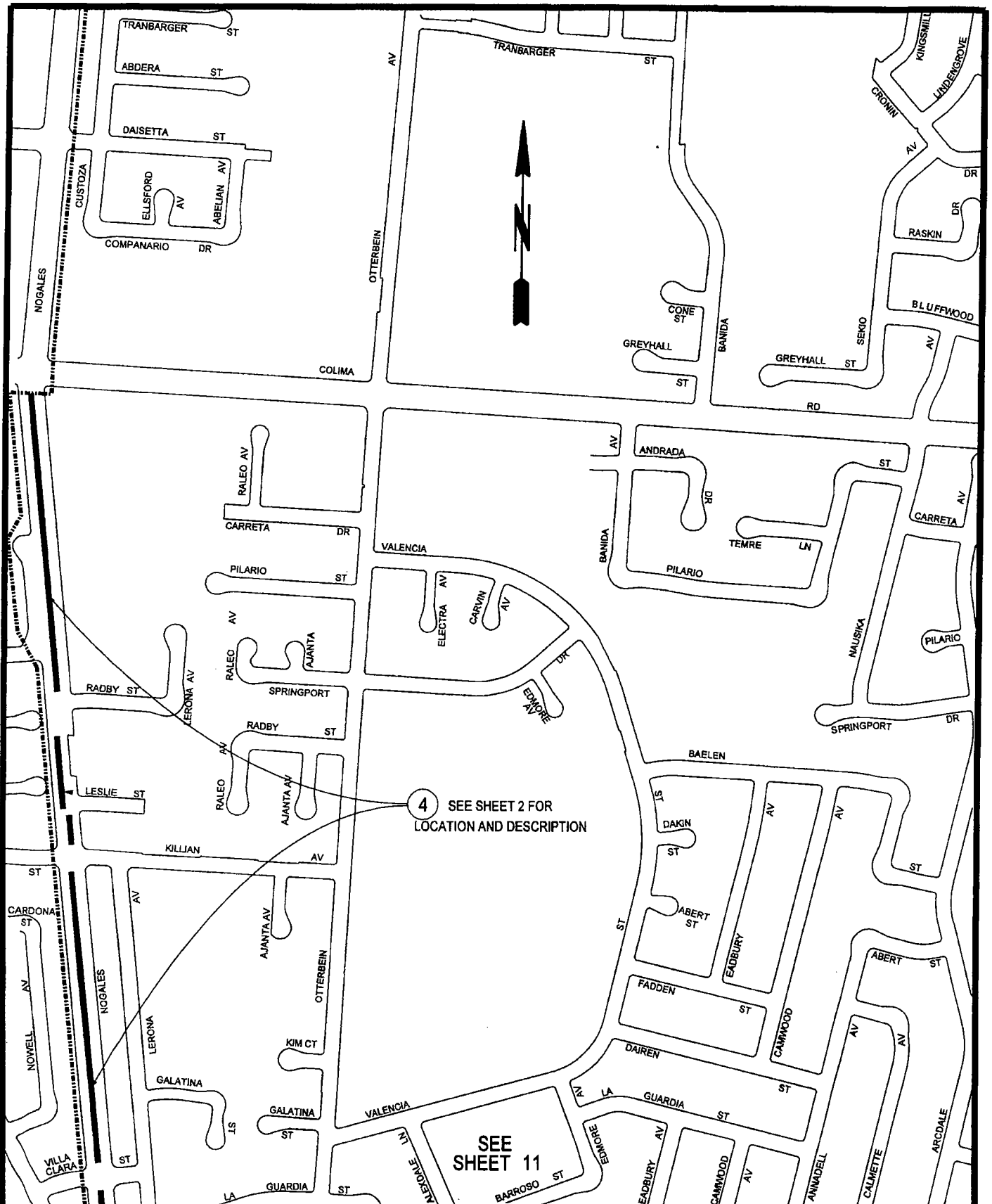


PROJECT NAME				PROJECT ID			
EAST COUNTY MEDIANS							
PROJECT ENGINEER	S. HOURANY	C.E. NO.	C 54213	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS	T.G.	FILENAME	SCALE
				ROAD MAINTENANCE DIVISION - DISTRICT 1	708 H,J-1,2	RD417_MAP	1" = 500'
							SHEET
							8 OF 13



PROJECT NAME		EAST COUNTY MEDIANS				PROJECT ID	
PROJECT ENGINEER	S. HOURANY	C.E. NO. C 54213	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 708 H,J-1,2	FILENAME RD417_MAP	SCALE 1" = 500'	SHEET 9 OF 13

EXHIBIT E

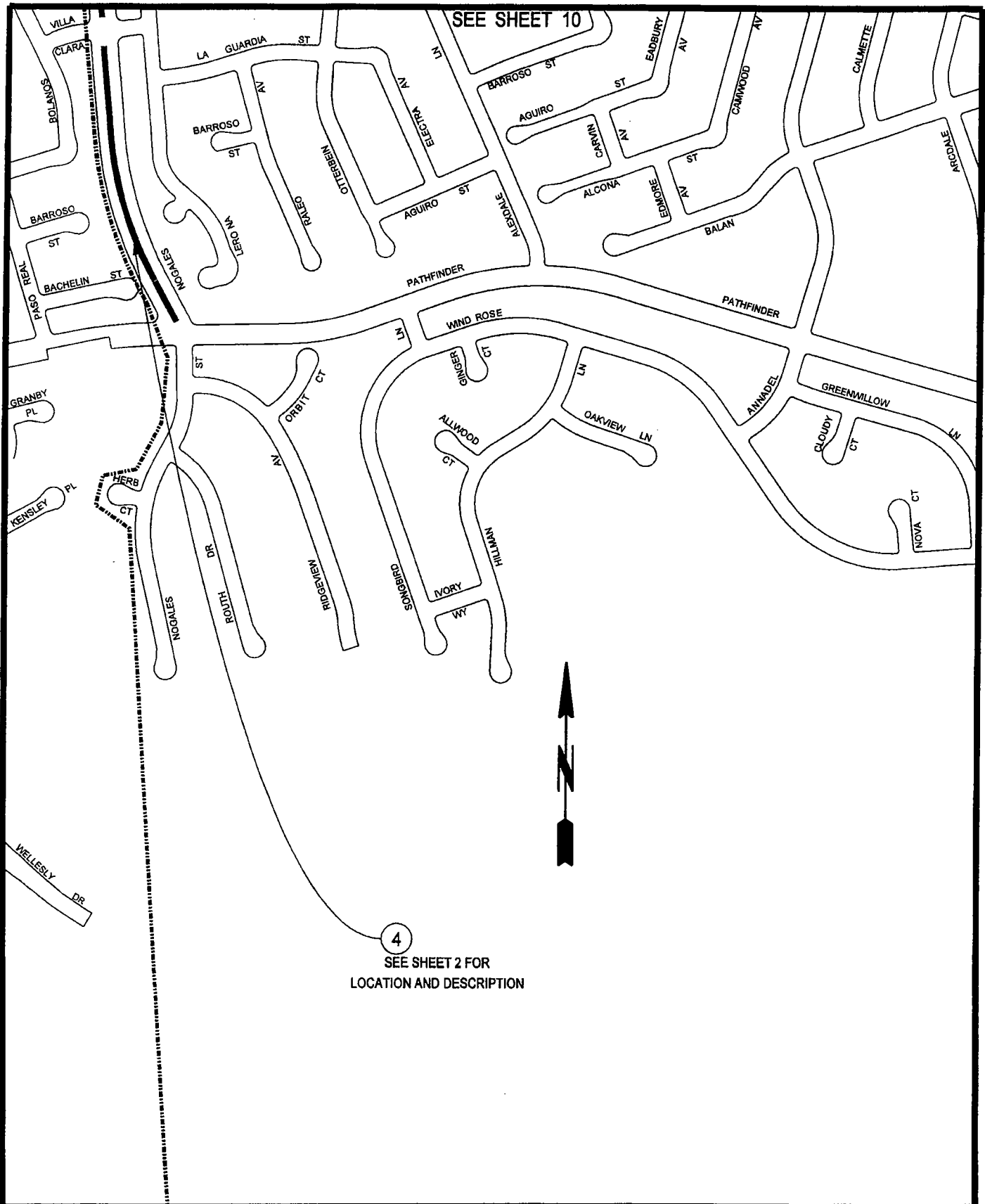


4 SEE SHEET 2 FOR
LOCATION AND DESCRIPTION

SEE
SHEET 11

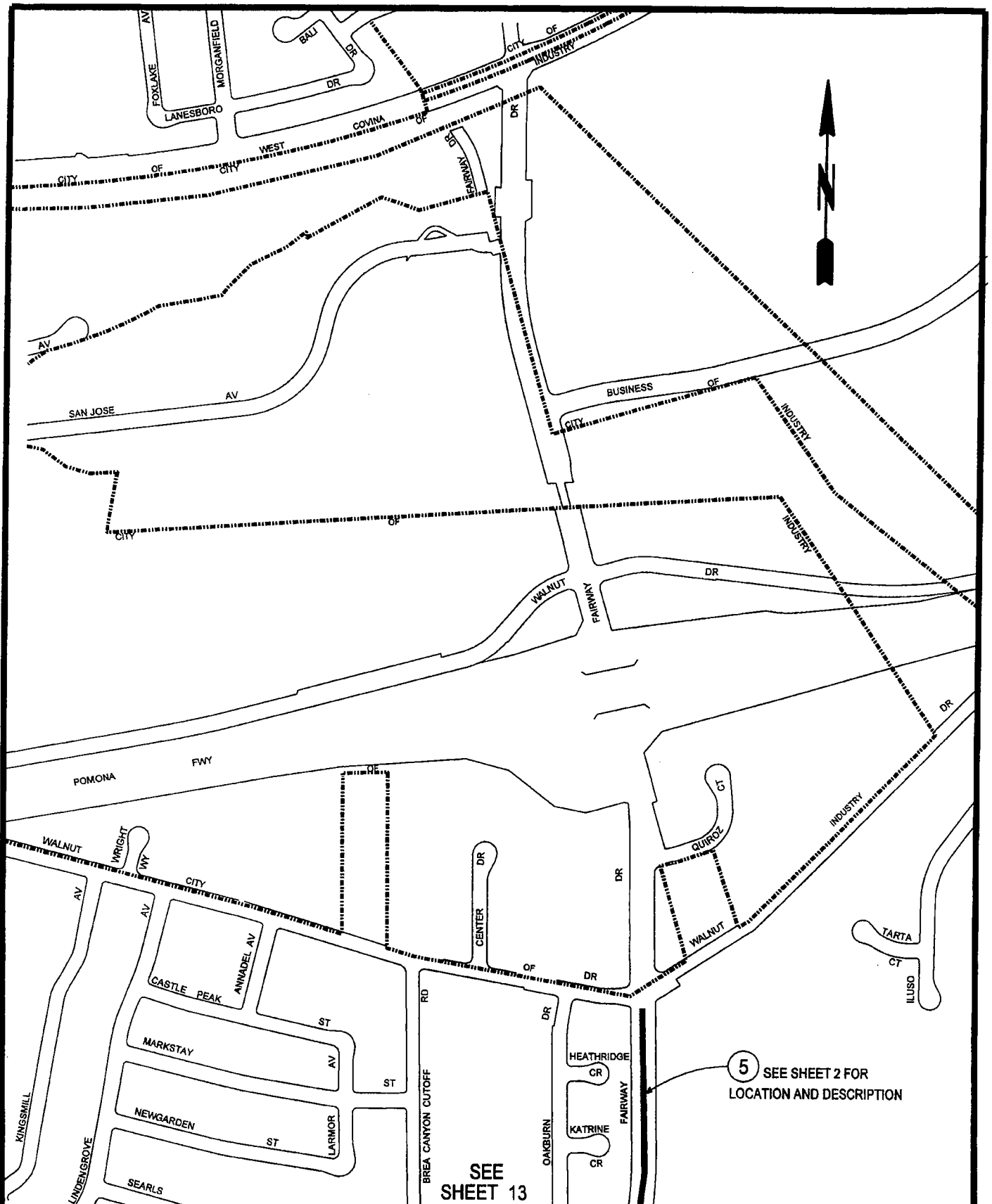
PROJECT NAME						EAST COUNTY MEDIANS		PROJECT ID	
PROJECT ENGINEER	S. HOURANY	C.E. NO. C 54213	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1			T.G. 679 C,D-5,6	FILENAME RD417_MAP	SCALE 1" = 500'	SHEET 10 OF 13

EXHIBIT E

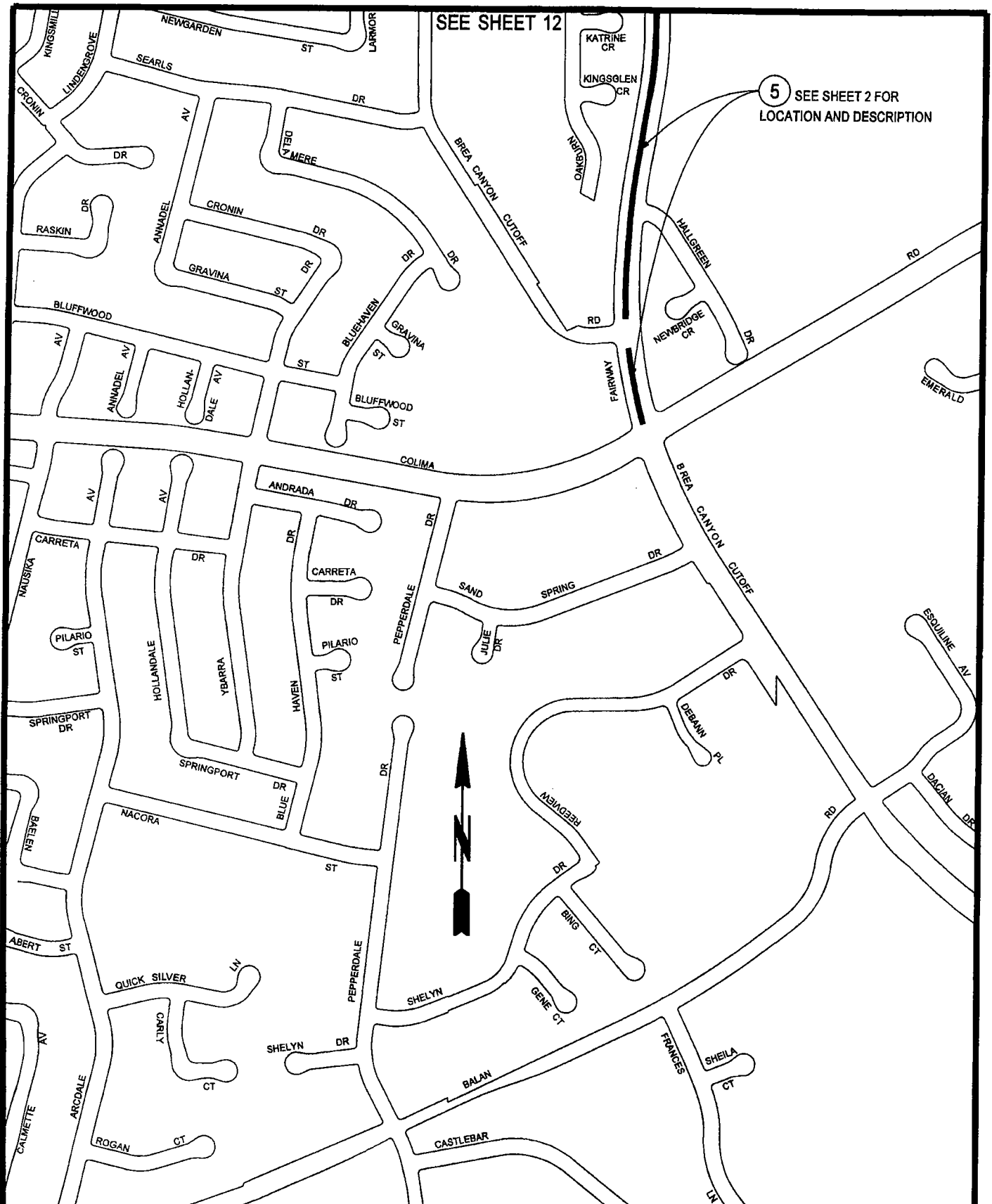


PROJECT NAME				PROJECT ID			
EAST COUNTY MEDIANS							
PROJECT ENGINEER	S. HOURANY	C.E. NO. C 54213	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 679 C,D-6,7	FILENAME RD417_MAP	SCALE 1" = 500'	SHEET 11 OF 13

EXHIBIT E



PROJECT NAME		EAST COUNTY MEDIANS				PROJECT ID	
PROJECT ENGINEER	S. HOURANY	C.E. NO. C 54213	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS	T.G. 679 D,E-3,4	FILENAME RD417_MAP	SCALE 1" = 500'	SHEET 12 OF 13
			ROAD MAINTENANCE DIVISION - DISTRICT 1				



PROJECT NAME						PROJECT ID	
EAST COUNTY MEDIANS							
PROJECT ENGINEER	S. HOURANY	C.E. NO. C 54213	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 679 D,E-4,5	FILENAME RD417_MAP	SCALE 1" = 500'	SHEET 13 OF 13

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

**REQUEST FOR PROPOSALS
FOR
EAST COUNTY MEDIANS
LANDSCAPE AND MEDIAN MAINTENANCE SERVICES
2007-PA063**

PROPOSAL DUE: September 5, 2007 @ 5:00PM

ORIGINAL

SUBMITTED BY:



1027 E. ACACIA ST., ONTARIO, CA 91761

(800) 794-0063

FAX (909) 673-9192

info@aztecalandscape.com

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September 5, 2007



County of Los Angeles
Department of Public Works
900 South Fremont Ave.
Alhambra, CA 91803

Contractor's License #417003

Re: RFP #2007-PA063 – East County Medians

Dear Sir/Madam:

We are pleased to submit a proposal for the above referenced project. We have carefully reviewed the Request for Proposal, and we believe that we are well qualified for the project. Our company has been in business since 1978, and we have approximately 25 landscape contracts in the Counties of Los Angeles, San Bernardino, Riverside, Orange and Ventura, many of comparable size and service.

Those individuals that are authorized to make representations for our company are as follows:

Aurora Farias	President	
Rosa M Lopez	Vice-President/CFO	
Noe Farias	Secretary	
Heriberto Farias	General Manager	(951) 903-3975 - Cellular
Nick Alvarado	Sales Manager	(951) 903-9376 - Cellular

All of the above employees can be reached at the company telephone number and address. We have supplied the cellular telephone numbers of the field employees, Heriberto Farias and Nick Alvarado, as these two employees have limited office hours.

Further, those individuals able to bind the company into any agreement are Aurora Farias, Rosa M. Lopez, and Noe Farias.

If you have any questions or need further information, please do not hesitate to call.

Sincerely,

Rosa M. Lopez
Vice-President

AF:rm1

EXPERIENCE

Background and Experience

On September 1975, Mr. Raul Farias and Mr. Jose Alfaro established their landscaping business as J & R Landscape Maintenance Co., Inc. primarily catering to residential customers; they soon became involved in servicing municipalities. Since 1980, their primary customers have been cities in the Los Angeles, Orange, Riverside, San Bernardino, and San Diego Counties. In 1991, the two owners divided the corporation into two separate and independent corporate entities. Azteca Landscape was incorporated on May 20, 1994 in the State of California.

In September 1998, the President, Raul Farias, passed away, and Aurora Farias was appointed by the Board of Directors as the President. The company has continually increased its sales at 2% per year bringing the annual sales to approximately 7 million dollars. Mrs. Farias envisions her staff as valuable assets to the company and through the years has demonstrated her appreciation to her staff.

Azteca Landscape has continued to provide service to the Los Angeles, San Bernardino, Riverside and Orange County municipalities and has obtained several County contracts. In the early 1990s, Azteca Landscape made a major business decision to pursue Los Angeles County as a potential customer in the area of landscape maintenance. We have found that the opportunity for growth is extraordinary; and we have experienced great success. We have maintained several County parks. Through dependability and hard work, Azteca Landscape has maintained long term relationships and satisfied customers for over 15 years; for example, the City of West Covina and the City of Whittier.

Our main office is located at 1027 East Acacia Street in the City of Ontario. We currently have 150 employees.

STAFF QUALIFICATIONS

Our field staff is experienced in the many facets of city maintenance projects including public parks, medians, and parkways. This hands-on field experience coupled with the high standards set forth by our company's field supervisors, crew leaders, and administrative staff, assures a superior level of service and reliability.

Aurora Farias, President, Since 1998, Ms. Farias has increased the company's sales by 36%. She has accomplished this with innovative administrative ideas and employing qualified staff to implement them.

Rosa M. Lopez, Vice-President/CFO, holds a bachelor's degree in Business Administration from California State University, Fullerton. Ms. Lopez has extensive experience in financial analysis and currently oversees all the accounting procedures as well as contract administration. She has worked in the construction industry for 15 years, 11 years with Azteca Landscape.

Heriberto Farias, General Manager, approximately 30 years of experience in all areas of city landscape maintenance and in particular in the maintenance requirements for public park facilities and medians. Mr. Farias is currently the Responsible Management Employee for the company's C-27 Contractors License.

Nick Alvarado, Sales Manager, has over 20 years of field experience and commitment to the customers' needs. Mr. Alvarado presently holds a Pest Control Applicator License. He is abreast in the knowledge required to offer solutions to any problems or concerns, which may arise.

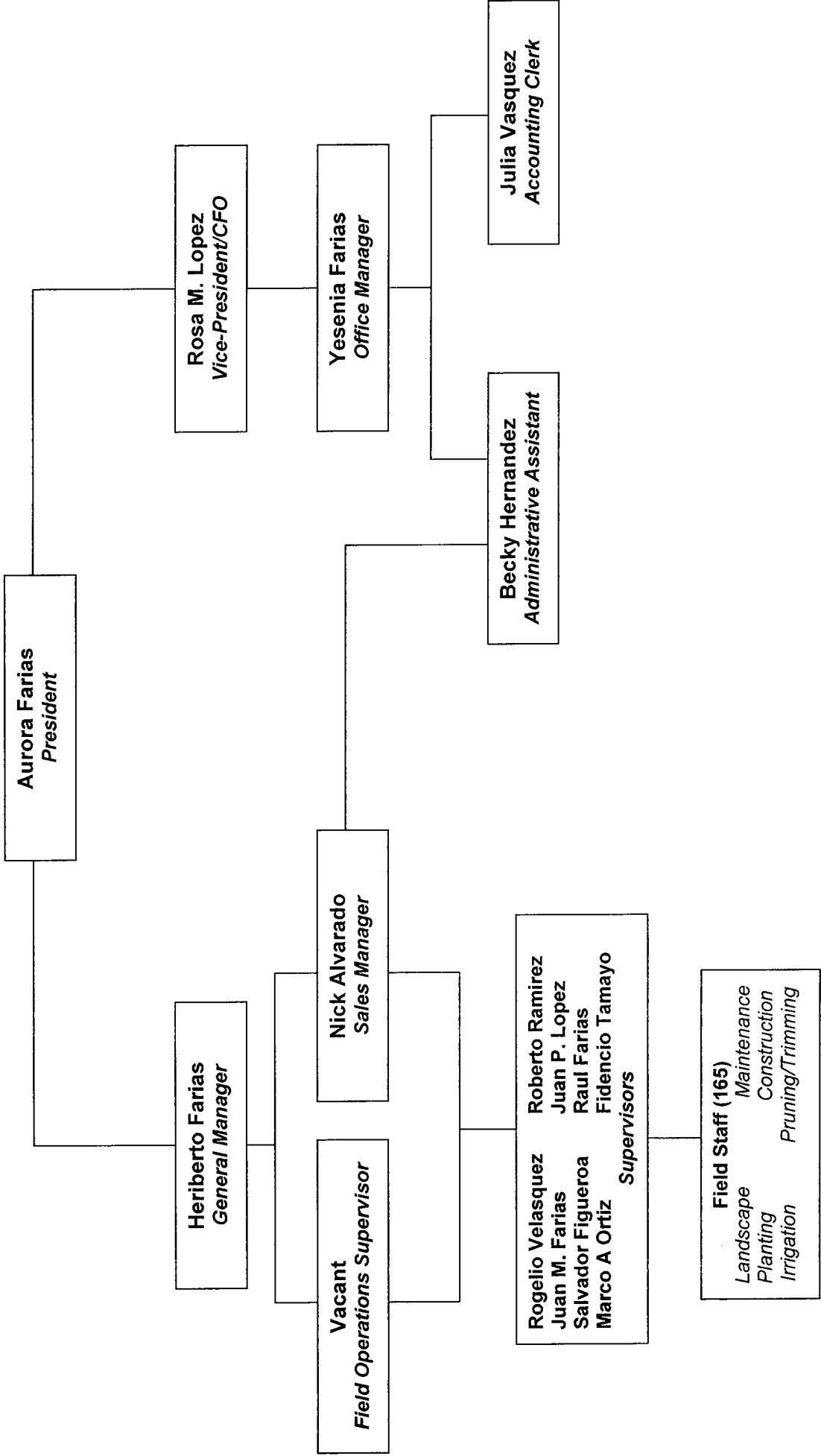
Yesenia F. Ramirez, Payroll/Personnel Administrator, has been with the company for 13 years and currently handles all payroll and personnel procedures as well as risk management duties for the company. Mrs. Ramirez holds an Associate of Science Degree in Business Administration from Mt. San Jacinto College.

Becky Hernandez, Administrative Assistant, recently joined the office staff in October, 2006. She comes to Azteca Landscape with extensive office administration skills along with excellent customer service skills.

Julia Vasquez, Accounting Clerk, recently joined the office staff in November, 2006. She comes to Azteca Landscape with excellent customer service skills having worked in a retail environment. She has acquired office and accounting skills by attending various college courses in Microsoft Office, computer, and accounting. Currently, she is responsible for accounts payable and extra work billings.

Raul Farias, Field Supervisor has been with the company since 1990. His career began as a laborer, advancing to irrigation technician, and currently, holds the position of Field Supervisor. Raul has demonstrated capabilities in managing personnel. He is solely responsible for 30 plus employees; administers several contracts including our existing contract, East County Medians; and is proficient in scheduling. Because of his longevity and advancements, he is well rounded in the landscape maintenance industry.

Azteca Landscape Organization Chart



WORK PLAN

Work Plan

Along with the LW-8, we would like to supply further detail on how we plan to achieve and fulfill the expectations of this Request for Proposal for the East County Medians. Currently, we maintain the proposed area. We have successfully completed the work to the County's expectations and anticipate that our current tactics are to the County's approval. Based on this, we propose the following:

Work will be performed on this job from 7:00 am to 3:30 pm, daily. The employees will be dispatched from our equipment yard in the City of Pomona. The employees will report to this location, load the necessary equipment and be transported to the job site.

Those assigned to this job are:

Field Supervisor – Will work eight (8) hours per week who will be preparing reports and managing the job site including any necessary meetings with County Inspectors.

Foreman/Laborer – Will be assigned to work forty (40) hours per week. He will be performing all maintenance duties.

Irrigation Technician – Will be assigned to work eight (8) hours per week. He will be inspecting, testing, and repairing the irrigation systems.

These hours are estimates. If additional hours are required due to unexpected events additional labor forces will be added as deemed necessary to complete the work to specifications.

SUBCONTRACTORS

SUBCONTRACTOS

Subcontractors will not be required for this contact job.

LICENSES AND CERTIFICATIONS



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number

417003

Entity **CORP**

Business Name

AZTECA LANDSCAPE

Classification(s) **C27**

Expiration Date **01/31/2009**



Any change of business address/name must be reported to the Registrar within 90 days.

This license is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason.

This pocket card is valid through the expiration date only.

If found, drop in any mailbox.

Postage guaranteed by:

Contractors State License Board

P.O. Box 26000, Sacramento CA 95826

Aurora Tarias

Licensee Signature



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QUALIFIED APPLICATOR LICENSE
DATE OF ISSUE 01/01/2006 VALID THROUGH 12/31/2009

QL 36390 BCF

MARCO ANTONIO ORTIZ
4073 MENNES AVE
RIVERSIDE CA 92509



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



AGRICULTURAL PEST CONTROL ADVISER LICENSE

DATE OF ISSUE

VALID THROUGH

01/01/2007

12/31/2008

AA 01711

ABCDEFG

WILL R HARRISON

15415 HARQUARDT AVE

SANTA FE SPRINGS CA 90670

LICENSE NO.

01510 00000

STATE OF CALIFORNIA
DEPARTMENT OF PESTICIDE REGULATION
1001 I STREET
SACRAMENTO, CALIFORNIA 95814
(916) 445-4038



PEST CONTROL BUSINESS LICENSE

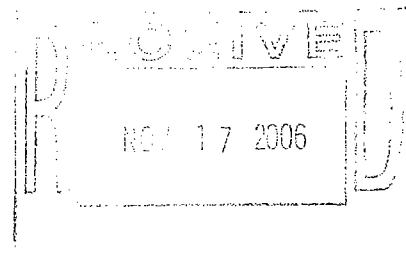
THIS LICENSE EXPIRES

December 31, 2008

AZTECA LANDSCAPE, INC.

1027 E ACACIA ST

ONTARIO CA 91761



— POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW —

THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE.

INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2007

PRODUCER (530) 668-2777
 Armstrong & Associates Insurance Services
 License # 0B50501
 P.O. Box 1270
 Woodland, CA 95776-1270

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Azteca Landscape Inc.
 1027 E. Acacia Street
 Ontario, CA 91761

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Wausau Business Insurance Company

INSURER B: Golden Eagle Insurance

INSURER C: Fireman's Fund Insurance Company

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	YYJZ91445086027	9/1/2007	9/1/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B			AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BA8317870	9/1/2007	9/1/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C			EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	SSE99860025	9/1/2007	9/1/2008	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
A			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCJZ91445086017	4/1/2007	4/1/2008	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
			OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

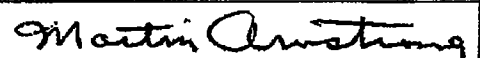
CERTIFICATE HOLDER

PROOF OF INSURANCE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



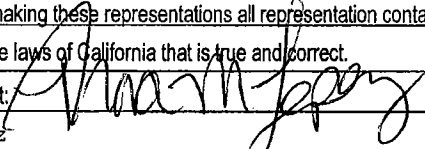
RECORD KEEPING

RECORD KEEPING

See for LW-9 in the Required Forms Section following.

FORMS

VERIFICATION OF PROPOSAL

DATE: September 5, 2007		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: Landscape and Median Maintenance Services for East County Medians			
DECLARANT INFORMATION			
3. NAME OF DECLARANT: Rosa M. Lopez			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S). Azteca Landscape			
5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: Vice-President			
PROPOSER INFORMATION			
6. Proposer's full legal name: Azteca Landscape		Telephone No.: 909 673-0889	
Address: 1027 E Acacia Street, Ontario, CA 91761		Fax No.: 909 673-9192	
e-mail: info@aztecalandscape.com	County WebVen No.: 04916501	IRS No.: 95-3675807	Business License No.:
7. Proposer's fictitious business name(s) or dba(s) (if any): None			
County(s) of Registration:		State:	Year(s) became DBA:
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input checked="" type="checkbox"/> A corporation:	Corporation's principal place of business: 1027 E Acacia Street, Ontario, CA 91761		
	State of incorporation: California		Year incorporated: 09/08/1981
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		
	Secretary:		
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of:	Names of joint venturers:		
<input type="checkbox"/> A limited liability company:	Name of managing member:		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) Aurora Farias	Title President	Phone 909 673-0889	Fax 909 673-9192
Street 1027 E Acacia Street	City Ontario	State CA	Zip 91761
Name(s) Rosa M Lopez	Title Vice-President/CFO	Phone 909 673-0889	Fax 909 673-9192
Street 1027 E Acacia Street	City Ontario	State CA	Zip 91761
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. CHECK ONE:	<input checked="" type="checkbox"/> (a) I am making these representations and all representation contained in this proposal on my personal knowledge; OR <input type="checkbox"/> (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.		
I declare under penalty of perjury under the laws of California that is true and correct.			
Signature of Proposer or Authorized Agent: 			Date: September 5, 2007
Type name and title: Rosa M. Lopez			

SCHEDULE OF PRICES

FOR

EAST COUNTY MEDIANS – LANDSCAPE AND MEDIAN MAINTENANCE SERVICES

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices (cost per frequency) quoted, if any, will apply to the actual quantities, whatever they may be. The words "frequency" and "unit" are to be used interchangeably.

GRAND AVENUE MEDIANS BETWEEN HOLT AVENUE AND WALNUT CITY LINE

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
****PLEASE USE THIS FORMULA FOR YOUR CALCULATIONS**** <div> Proposed Hours per Frequency X Frequency X Cost per Hour = Annual Cost </div>						
1.	Mowing					
	a. General Turf Areas	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
	b. Specialized Areas	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
2.	Site Inspection and Reporting Per Requirements	<u>1</u>	<u>1</u>	<u>52</u>	\$ <u>35.00</u>	\$ <u>1,820.00</u>
3.	Management/ Supervision	<u>1</u>	<u>1</u>	<u>52</u>	\$ <u>35.00</u>	\$ <u>1,820.00</u>
4.	Mechanical Edging					
	a. Turf Areas	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
	b. Groundcover	<u>1</u>	<u>1</u>	<u>24</u>	\$ <u>25.00</u>	\$ <u>600.00</u>
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	<u>1</u>	<u>8</u>	<u>12</u>	\$ <u>25.00</u>	\$ <u>2,400.00</u>

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
****PLEASE USE THIS FORMULA FOR YOUR CALCULATIONS****			Proposed Hours per Frequency	X Frequency	X Cost per Hour	= Annual Cost
	b. Bare Areas	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
	c. Undeveloped Areas	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
6.	Litter Control					
	a. Developed Areas	<u>1</u>	<u>1</u>	<u>52</u>	\$ <u>25.00</u>	\$ <u>1,300.00</u>
	b. Undeveloped Areas	<u>1</u>	<u>1</u>	<u>52</u>	\$ <u>25.00</u>	\$ <u>1,300.00</u>
7.	Raking					
	a. Turf Under Trees	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
	b. Planter Beds and Planters	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	<u>1</u>	<u>1</u>	<u>6</u>	\$ <u>25.00</u>	\$ <u>150.00</u>
	b. Shrub Safety Clearance/Shrub Pruning	<u>1</u>	<u>8</u>	<u>6</u>	\$ <u>25.00</u>	\$ <u>1,200.00</u>
	c. Hedge Shaping/Trimming	<u>1</u>	<u>40</u>	<u>6</u>	\$ <u>25.00</u>	\$ <u>6,000.00</u>
	d. Groundcover Thinning/Turf Reseeding	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
9.	Sweeping – Hard Surfaces, Walks, and Steps	<u>1</u>	<u>1</u>	<u>12</u>	\$ <u>25.00</u>	\$ <u>300.00</u>
10.	Aerification	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
****PLEASE USE THIS FORMULA FOR YOUR CALCULATIONS****			Proposed Hours per Frequency	X Frequency	X Cost per Hour	= Annual Cost
11.	Rodent Control	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	<u>\$ 65.00</u>	<u>\$ As Needed</u>
12.	Turf and Plant Fertilization	<u>1</u>	<u>1</u>	<u>3</u>	<u>\$ 65.00</u>	<u>\$ 195.00</u>
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>\$ N/A</u>	<u>\$ N/A</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter, Expansion Joints, Roadways, Stream Beds – with systematic herbicides	<u>1</u>	<u>1</u>	<u>12</u>	<u>\$ 25.00</u>	<u>\$ 300.00</u>
14.	Irrigation/Watering – Automatic					
	a. Valve Box Integrity – replace covers, check for safety and security	<u>0.5</u>	<u>.5</u>	<u>52</u>	<u>\$ 35.00</u>	<u>\$ 910.00</u>
	b. Inspect, Operate, Control, and Make Adjustments	<u>0.5</u>	<u>.5</u>	<u>52</u>	<u>\$ 35.00</u>	<u>\$ 910.00</u>

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
****PLEASE USE THIS FORMULA FOR YOUR CALCULATIONS****			Proposed Hours per Frequency	X Frequency	X Cost per Hour	= Annual Cost
	c. Repair, Replace, Relocate Sprinkler Heads	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	<u>\$ 35.00</u>	<u>\$As Needed</u>
	d. Manual Watering of Turf & Shrubs	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	<u>\$ 35.00</u>	<u>\$ As Needed</u>

ANNUAL SUBTOTAL - GRAND AVENUE MEDIANS BETWEEN HOLT AVENUE AND WALNUT CITY LINE	\$ <u>19,205.00</u>
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BARRANCA AVENUE MEDIANS BETWEEN HOLLYVALE STREET AND NEWBURGH STREET

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
****PLEASE USE THIS FORMULA FOR YOUR CALCULATIONS****		$\text{Proposed Hours per Frequency} \times \text{Frequency} \times \text{Cost per Hour} = \text{Annual Cost}$				
1.	Mowing					
	a. General Turf Areas	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
	b. Specialized Areas	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
2.	Site Inspection and Reporting Per Requirements	<u>1</u>	<u>1</u>	<u>52</u>	\$ <u>35.00</u>	\$ <u>1,820.00</u>
3.	Management/ Supervision	<u>1</u>	<u>1</u>	<u>52</u>	\$ <u>35.00</u>	\$ <u>1,820.00</u>
4.	Mechanical Edging					
	a. Turf Areas	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
	b. Groundcover	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	<u>1</u>	<u>2</u>	<u>12</u>	\$ <u>25.00</u>	\$ <u>600.00</u>
	b. Bare Areas	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
	c. Undeveloped Areas	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
6.	Litter Control					
	a. Developed Areas	<u>1</u>	<u>1</u>	<u>52</u>	\$ <u>25.00</u>	\$ <u>1,300.00</u>
	b. Undeveloped Areas	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
7.	Raking					
	a. Turf Under Trees	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
****PLEASE USE THIS FORMULA FOR YOUR CALCULATIONS****		$\text{Proposed Hours per Frequency} \times \text{Frequency} \times \text{Cost per Hour} = \text{Annual Cost}$				
	b. Planter Beds and Planters	<u>1</u>	<u>1</u>	<u>24</u>	\$ <u>25.00</u>	\$ <u>600.00</u>
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	<u>1</u>	<u>1</u>	<u>6</u>	\$ <u>25.00</u>	\$ <u>150.00</u>
	b. Shrub Safety Clearance/Shrub Pruning	<u>1</u>	<u>1</u>	<u>6</u>	\$ <u>25.00</u>	\$ <u>150.00</u>
	c. Hedge Shaping and Trimming	<u>1</u>	<u>16</u>	<u>6</u>	\$ <u>25.00</u>	\$ <u>2,400.00</u>
	d. Groundcover Thinning/Turf Reseeding	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
9.	Sweeping – Hard Surfaces, Walks, and Steps	<u>1</u>	<u>1</u>	<u>12</u>	\$ <u>25.00</u>	\$ <u>300.00</u>
10.	Aerification	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
11.	Rodent Control	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
12.	Turf and Plant Fertilization	<u>1</u>	<u>1</u>	<u>3</u>	\$ <u>65.00</u>	\$ <u>195.00</u>
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
****PLEASE USE THIS FORMULA FOR YOUR CALCULATIONS****			Proposed Hours per Frequency	X Frequency	X Cost per Hour	= Annual Cost
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter, Expansion Joints, Roadways, Stream Beds – with systematic herbicides	<u>1</u>	<u>1</u>	<u>6</u>	\$ <u>25.00</u>	\$ <u>150.00</u>
14.	Irrigation/Watering – Automatic					
	a. Valve Box Integrity – replace covers, check for safety and security	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
	b. Inspect, Operate, Control, and Make Adjustments	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
	c. Repair, Replace, Relocate Sprinkler Heads	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	\$ <u>35.00</u>	\$ <u>As Needed</u>
	d. Manual Watering of Turf & Shrubs	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	\$ <u>35.00</u>	\$ <u>As Needed</u>
	e. Flush Lateral Lines	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	\$ <u>35.00</u>	\$ <u>As Needed</u>
ANNUAL SUBTOTAL – BARRANCA AVENUE MEDIANS BETWEEN HOLLYVALE STREET AND NEWBURGH STREET					\$ <u>9,485.00</u>	

HARBOR BOULEVARD MEDIANS BETWEEN PATHFINDER ROAD AND ORANGE COUNTY LIMIT

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
*****PLEASE USE THIS FORMULA FOR YOUR CALCULATIONS*****			Proposed Hours per Frequency	X Frequency	X Cost per Hour	= Annual Cost
1.	Mowing					
	a. General Turf Areas	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
	b. Specialized Areas	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
2.	Site Inspection and Reporting Per Requirements	<u>1</u>	<u>1</u>	<u>52</u>	\$ <u>35.00</u>	\$ <u>1,820.00</u>
3.	Management/ Supervision	<u>1</u>	<u>1</u>	<u>52</u>	\$ <u>35.00</u>	\$ <u>1,820.00</u>
4.	Mechanical Edging					
	a. Turf Areas	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
	b. Groundcover	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	<u>1.5</u>	<u>8</u>	<u>12</u>	\$ <u>25.00</u>	\$ <u>2,400.00</u>
	b. Bare Areas	<u>1.5</u>	<u>8</u>	<u>12</u>	\$ <u>25.00</u>	\$ <u>2,400.00</u>
	c. Undeveloped Areas	<u>1</u>	<u>1</u>	<u>12</u>	\$ <u>25.00</u>	\$ <u>300.00</u>
6.	Litter Control					
	a. Developed Areas	<u>1.5</u>	<u>1</u>	<u>52</u>	\$ <u>25.00</u>	\$ <u>1,300.00</u>
	b. Undeveloped Areas	<u>1</u>	<u>1</u>	<u>52</u>	\$ <u>25.00</u>	\$ <u>1,300.00</u>
7.	Raking					
	a. Turf Under Trees	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
*****PLEASE USE THIS FORMULA FOR YOUR CALCULATIONS*****			Proposed Hours per Frequency	X Frequency	X Cost per Hour	= Annual Cost
	b. Planter Beds and Planters	<u>1</u>	<u>1</u>	<u>2</u>	\$ <u>25.00</u>	\$ <u>50.00</u>
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	<u>1</u>	<u>1</u>	<u>6</u>	\$ <u>25.00</u>	\$ <u>150.00</u>
	b. Shrub Safety Clearance/Shrub Pruning	<u>1</u>	<u>1</u>	<u>6</u>	\$ <u>25.00</u>	\$ <u>150.00</u>
	c. Hedge Shaping and Trimming	<u>1</u>	<u>8</u>	<u>6</u>	\$ <u>25.00</u>	\$ <u>1,200.00</u>
	d. Groundcover Thinning/Turf Reseeding	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
9.	Sweeping – Hard Surfaces, Walks, and Steps	<u>1</u>	<u>1</u>	<u>12</u>	\$ <u>25.00</u>	\$ <u>300.00</u>
10.	Aerification	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
11.	Rodent Control	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
12.	Plant Fertilization	<u>1</u>	<u>1</u>	<u>12</u>	\$ <u>65.00</u>	\$ <u>780.00</u>
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
****PLEASE USE THIS FORMULA FOR YOUR CALCULATIONS****		$\text{Proposed Hours per Frequency} \times \text{Frequency} \times \text{Cost per Hour} = \text{Annual Cost}$				
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter, Expansion Joints, Roadways, Stream Beds – with systematic herbicides	<u>1</u>	<u>1</u>	<u>6</u>	<u>\$ 25.00</u>	<u>\$ 150.00</u>
14.	Irrigation/Watering – Automatic					
	a. Valve Box Integrity – replace covers, check for safety and security	<u>0.5</u>	<u>.5</u>	<u>52</u>	<u>\$ 35.00</u>	<u>\$ 910.00</u>
	b. Inspect, Operate, Control, and Make Adjustments of all irrigations. Contractor not responsible for replacement of backflow & irrigation timers.	<u>0.5</u>	<u>.5</u>	<u>52</u>	<u>\$ 35.00</u>	<u>\$ 910.00</u>
	c. Inspect salt build-up and inject solutions for cleaning	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	<u>\$ 35.00</u>	<u>\$ As Needed</u>

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
*****PLEASE USE THIS FORMULA FOR YOUR CALCULATIONS*****			Proposed Hours per Frequency	X Frequency	X Cost per Hour	= Annual Cost
	d. Repair, Replace, Relocate Sprinkler Heads, valves and drip emitters (including labor and material)	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	<u>\$ 35.00</u>	<u>\$ As Needed</u>
ANNUAL SUBTOTAL – HARBOR BOULEVARD MEDIANS BETWEEN PATHFINDER ROAD AND ORANGE COUNTY LIMIT					<u>\$ 15,940.00</u>	

NOGALES STREET MEDIANS BETWEEN COLIMA ROAD AND PATHFINDER ROAD

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
*****PLEASE USE THIS FORMULA FOR YOUR CALCULATIONS*****		Proposed Hours per Frequency X Frequency X Cost per Hour = Annual Cost				
1.	Mowing					
	a. General Turf Areas	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
	b. Specialized Areas	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
2.	Site Inspection and Reporting Per Requirements	<u>1</u>	<u>.5</u>	<u>52</u>	\$ <u>35.00</u>	\$ <u>910.00</u>
3.	Management/ Supervision	<u>1</u>	<u>.5</u>	<u>52</u>	\$ <u>35.00</u>	\$ <u>910.00</u>
4.	Mechanical Edging					
	a. Turf Areas	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
	b. Groundcover	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	<u>1</u>	<u>4</u>	<u>26</u>	\$ <u>25.00</u>	\$ <u>2,600.00</u>
	b. Bare Areas	<u>1</u>	<u>1</u>	<u>12</u>	\$ <u>25.00</u>	\$ <u>300.00</u>
	c. Undeveloped Areas	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
6.	Litter Control					
	a. Developed Areas	<u>1</u>	<u>1</u>	<u>52</u>	\$ <u>25.00</u>	\$ <u>1,300.00</u>
	b. Undeveloped Areas	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
7.	Raking					
	a. Turf Under Trees	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
	b. Planter Beds and Planters	<u>1</u>	<u>1</u>	<u>26</u>	\$ <u>25.00</u>	\$ <u>650.00</u>

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
*****PLEASE USE THIS FORMULA FOR YOUR CALCULATIONS*****		Proposed Hours per Frequency X Frequency X Cost per Hour = Annual Cost				
8.	Clearance Pruning /Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	<u>1</u>	<u>1</u>	<u>6</u>	<u>\$ 25.00</u>	<u>\$ 150.00</u>
	b. Shrub Safety Clearance/ Shrub Pruning	<u>1</u>	<u>1</u>	<u>2</u>	<u>\$ 25.00</u>	<u>\$ 50.00</u>
	c. Hedge Shaping and Trimming	<u>1</u>	<u>8</u>	<u>2</u>	<u>\$ 25.00</u>	<u>\$ 400.00</u>
	d. Groundcover Thinning/Turf Reseeding	<u>1</u>	<u>1</u>	<u>1</u>	<u>\$ 25.00</u>	<u>\$ 25.00</u>
9.	Sweeping – Hard Surfaces, Walks, and Steps	<u>1</u>	<u>1</u>	<u>12</u>	<u>\$ 25.00</u>	<u>\$ 300.00</u>
10.	Aerification	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>\$ N/A</u>	<u>\$ N/A</u>
11.	Rodent Control	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	<u>\$ 65.00</u>	<u>As Needed</u>
12.	Plant Fertilization	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	<u>\$ 65.00</u>	<u>\$ As Needed</u>
13.	Replenish Mulch	<u>1</u>	<u>8</u>	<u>2</u>	<u>\$ 35.00</u>	<u>\$ 560.00</u>
14.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>\$ N/A</u>	<u>\$ N/A</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage					

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
<p>*****PLEASE USE THIS FORMULA FOR YOUR CALCULATIONS*****</p> $\text{Proposed Hours per Frequency} \times \text{Frequency} \times \text{Cost per Hour} = \text{Annual Cost}$						
	Areas, Curb and Gutter, Expansion Joints, Roadways, Stream Beds – with systematic herbicides	<u>1</u>	<u>1</u>	<u>6</u>	\$ <u>25.00</u>	\$ <u>150.00</u>
15.	Maintenance Description – Automatic					
	***Note: All irrigation replacement parts shall be as per original installation or approved equal by the County of Los Angeles					
	a. Valve Box Integrity – replace covers, check for safety & security	<u>0.5</u>	<u>.5</u>	<u>52</u>	\$ <u>35.00</u>	\$ <u>910.00</u>
	b. Inspect, Operate, Control, and Make Adjustments of all Irrigations. Contractor not responsible for replacement of backflow & irrigation timers	<u>0.5</u>	<u>.5</u>	<u>52</u>	\$ <u>35.00</u>	\$ <u>910.00</u>
	c. Inspect salt build-up and inject solutions for cleaning	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	\$ <u>35.00</u>	\$ <u>As Needed</u>
	d. Repair, replace, relocate					

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
*****PLEASE USE THIS FORMULA FOR YOUR CALCULATIONS*****			Proposed Hours per Frequency	X Frequency	X Cost per Hour	= Annual Cost
	sprinkler heads, valves and drip emitters (including labor and material)	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	<u>\$ 35.00</u>	<u>\$As Needed</u>
e.	Inspect excessively wet & dry areas	<u>0.5</u>	<u>.5</u>	<u>52</u>	<u>\$ 35.00</u>	<u>\$ 910.00</u>
f.	Flush & inspect Y-filter at each RCV	<u>0.5</u>	<u>1</u>	<u>6</u>	<u>\$ 35.00</u>	<u>\$ 210.00</u>
g.	Flush & inspect Y-filter at backflow	<u>1</u>	<u>1</u>	<u>1</u>	<u>\$ 35.00</u>	<u>\$ 35.00</u>
h.	Reset rain sensor on controller	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	<u>\$ 35.00</u>	<u>\$As Needed</u>
i.	Flush each irrigation system (6 and every time any work is done on the irrigation system)	<u>1</u>	<u>1</u>	<u>6</u>	<u>\$ 35.00</u>	<u>\$ 210.00</u>
j.	Manual watering of shrubs, . ground covers and trees	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	<u>\$ 35.00</u>	<u>\$As Needed</u>

**ANNUAL SUBTOTAL - NOGALES STREET MEDIANS BETWEEN
COLIMA ROAD AND PATHFINDER ROAD**

\$ 11,490.00

FAIRWAY DRIVE MEDIANS BETWEEN WALNUT DRIVE AND COLIMA ROAD

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
*****PLEASE USE THIS FORMULA FOR YOUR CALCULATIONS*****		$\frac{\text{Proposed Hours per Frequency}}{\text{Frequency}} \times \text{Cost per Hour} = \text{Annual Cost}$				
1.	Mowing					
	a. General Turf Areas	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
	b. Specialized Areas	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
2.	Site Inspection and Reporting Per Requirements	<u>1</u>	<u>1</u>	<u>52</u>	\$ <u>35.00</u>	\$ <u>1,820.00</u>
3.	Management/ Supervision	<u>1</u>	<u>1</u>	<u>52</u>	\$ <u>35.00</u>	\$ <u>1,820.00</u>
4.	Mechanical Edging					
	a. Turf Areas	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
	b. Groundcover	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	<u>1</u>	<u>4</u>	<u>26</u>	\$ <u>25.00</u>	\$ <u>2,600.00</u>
	b. Bare Areas	<u>1</u>	<u>1</u>	<u>12</u>	\$ <u>25.00</u>	\$ <u>300.00</u>
	c. Undeveloped Areas	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
6.	Litter Control					
	a. Developed Areas	<u>1</u>	<u>1</u>	<u>52</u>	\$ <u>25.00</u>	\$ <u>1,300.00</u>
	b. Undeveloped Areas	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
7.	Raking					
	a. Turf Under Trees	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>

ITEM	DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
*****PLEASE USE THIS FORMULA FOR YOUR CALCULATIONS*****			Proposed Hours per Frequency	X Frequency	X Cost per Hour	= Annual Cost
	b. Planter Beds and Planters	<u>1</u>	<u>1</u>	<u>26</u>	\$ <u>25.00</u>	\$ <u>650.00</u>
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	<u>1</u>	<u>1</u>	<u>6</u>	\$ <u>25.00</u>	\$ <u>150.00</u>
	b. Shrub Safety Clearance/Shrub Pruning	<u>1</u>	<u>1</u>	<u>2</u>	\$ <u>25.00</u>	\$ <u>50.00</u>
	c. Hedge Shaping and Trimming	<u>1</u>	<u>8</u>	<u>2</u>	\$ <u>25.00</u>	\$ <u>400.00</u>
	d. Groundcover Thinning/Turf Reseeding	<u>1</u>	<u>1</u>	<u>1</u>	\$ <u>25.00</u>	\$ <u>25.00</u>
9.	Sweeping – Hard Surfaces, Walks, and Steps	<u>1</u>	<u>1</u>	<u>12</u>	\$ <u>25.00</u>	\$ <u>300.00</u>
10.	Aerification	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
11.	Rodent Control	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	\$ <u>65.00</u>	\$ <u>As Needed</u>
12.	Replenish Mulch	<u>1</u>	<u>8</u>	<u>2</u>	\$ <u>35.00</u>	\$ <u>560.00</u>
13.	Turf and Plant Fertilization	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	\$ <u>150.00</u>	\$ <u>As Needed</u>
14.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
	b. Beds and					

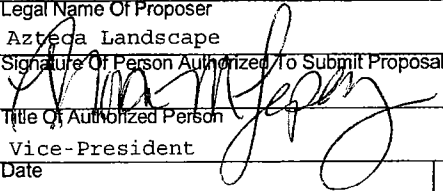
ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
<p>*****PLEASE USE THIS FORMULA FOR YOUR CALCULATIONS*****</p> <div style="text-align: center;"> $\frac{\text{Proposed Hours per Frequency}}{\times \text{Frequency} \times \text{Cost per Hour} = \text{Annual Cost}}$ </div>						
	Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter, Expansion Joints, Roadways, Stream Beds – with systematic herbicides	<u>1</u>	<u>1</u>	<u>6</u>	\$ <u>25.00</u>	\$ <u>150.00</u>
15.	Irrigation/Watering – Automatic ***NOTE: All irrigation replacement parts shall be as per original installation or approved equal by the County of Los Angeles a. Valve Box Integrity – replace covers, check for safety and security <u>0.5</u> <u>.5</u> <u>52</u> \$ <u>35.00</u> \$ <u>910.00</u> b. Inspect, Operate, Control, and Make Adjustments of all irrigations. <u>0.5</u> <u>.5</u> <u>52</u> \$ <u>35.00</u> \$ <u>910.00</u> c. Inspect salt build-up and inject solutions for cleaning <u>As Needed</u> <u>As Needed</u> <u>As Needed</u> \$ <u>35.00</u> \$ <u>As Needed</u> d. Repair, Replace, Relocate Sprinkler					

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
****PLEASE USE THIS FORMULA FOR YOUR CALCULATIONS****		Proposed Hours per Frequency X Frequency X Cost per Hour = Annual Cost				
	Heads, valves and drip emitters (including labor and material)	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	<u>\$ 35.00</u>	<u>\$As Needed</u>
e.	Inspect excessively wet & dry areas	<u>0.5</u>	<u>.5</u>	<u>52</u>	<u>\$ 35.00</u>	<u>\$ 910.00</u>
f.	Flush & inspect Y-filter at each RCV	<u>0.5</u>	<u>.5</u>	<u>6</u>	<u>\$ 35.00</u>	<u>\$ 105.00</u>
g.	Flush & inspect Y-filter at backflow	<u>1</u>	<u>1</u>	<u>1</u>	<u>\$ 35.00</u>	<u>\$ 35.00</u>
h.	Reset rain sensor on controller	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	<u>\$ 35.00</u>	<u>\$As Needed</u>
i.	Flush each irrigation system (6 and every time any work is done on the irrigation system)	<u>1</u>	<u>1</u>	<u>6</u>	<u>\$ 35.00</u>	<u>\$ 210.00</u>
j.	Manual watering of shrubs, ground covers and trees	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	<u>\$ 35.00</u>	<u>\$As Needed</u>
16.	Plant Replacement/ Installation in different sizes (1 & 5 gals.)	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	<u>\$ 25.00</u>	<u>\$As Needed</u>

ANNUAL SUBTOTAL - FAIRWAY DRIVE MEDIANS BETWEEN WALNUT DRIVE AND COLIMA ROAD	\$ <u>13,205.00</u>
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TOTAL COST SUMMARY

REFERENCE PAGE	AREA	ANNUAL SUBTOTAL
4	Grand Avenue Medians between Holt Avenue and Walnut City Line	\$ 19,205.00
7	Barranca Avenue Medians between Hollyvale Street and Newburgh Street	\$ 9,485.00
11	Harbor Boulevard Medians between Pathfinder Road and Orange County Limit	\$ 15,940.00
15	Nogales Street Medians between Colima Road and Pathfinder Road	\$ 11,490.00
19	Fairway Drive Medians between Walnut Drive and Colima Road	\$ 13,205.00
Total Proposed Annual Price		\$ 69,325.00

Legal Name Of Proposer Azteca Landscape		
Signature Of Person Authorized To Submit Proposal 		
Title Of Authorized Person Vice-President		
Date September 5, 2007	State Contractor's License Number 417003	License Type C-27 - Landscaping
Proposer's Address: 1027 E Acacia Street, Ontario, CA 91761		
Phone (800) 794-0063	Facsimile (909) 673-9192	E-Mail rosa@aztecalandscape.com

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**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: Azteca Landscape			
Company Address: 1027 E Acacia Street			
City: Ontario	State: CA	Zip Code: 91761	
Telephone Number: 909 673-0889			
(Type of Goods or Services): Landscape and median maintenance services			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

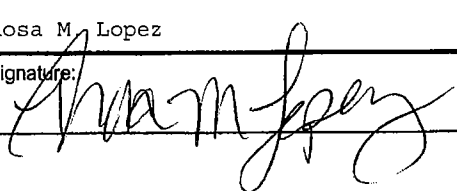
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Rosa M. Lopez	Title: Vice-President
Signature: 	Date: September 5, 2007

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Azteca Landscape
 SERVICE BY PROPOSER East County Medians - Landscape and Median Maintenance Services
 PROPOSAL DATE: September 5, 2007

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2002	2003	2004	2005	2006	Total	Current Year to Date
1. Number of contracts.	59	57	55	40	40	251	31
2. Total dollar amount of Contracts (in thousands of dollars).	4.8 Million	5.0 Million	5.1 Million	6.5 Million	7.1 Million	28.5 Million	3.4 Million
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	12	11	21	13	7	64	3
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	7	7	1
6. Number of lost workdays.	21	3	273	34	32	363	11

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Rosa M. Lopez

Name of Proposer or Authorized Agent (print)

Signature

September 5, 2007

Date

CONFLICT OF INTEREST CERTIFICATION

I, Rosa M. Lopez

- ☐ sole owner
☐ general partner
☐ managing member
☒ President, Secretary, or other proper title) Vice-President

of Azteca Landscape
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed Date September 5, 2007

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Azteca Landscape

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: Foothill Area Parks	SERVICE DATES: 11/14/01-11/13/06
DEPT/DISTRICT: Parks and Recreation	
CONTACT: Bill Hottran	
TELEPHONE: (626) 968-1297	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

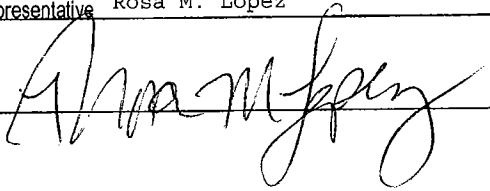
SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Azteca Landscape
Address	1027 E Acacia Street, Ontario, CA 91761
Internal Revenue Service Employer Identification Number	95-3675807

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Proposer	Azteca Landscape	
Authorized representative	Rosa M. Lopez	
Signature		Date September 5, 2007

LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.

☒ Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service

County of Los Angeles Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Azteca Landscape

My County (WebVen) Vendor Number: 04916501

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 175						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino		1	8	1	165	
Asian or Pacific Islander						
American Indian						
Filipino						
White						

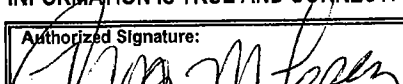
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	100 %	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
Office of Affirmative Action	X	X			02/07/2009

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: Vice-President	Date: September 5, 2007
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**COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE**

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 780
Los Angeles, California 90012
(213) 974-0912 / FAX (213) 626-7034
TDD (213) 974-0911

MEMBERS OF THE BOARD

GLORIA MOLINA
YVONNE BRATHWAITE BURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

DENNIS A. TAFOYA
Director

February 7, 2007

Ms. Aurora Farias, President
Azteca Landscape
1027 E. Acacia Street
Ontario, CA 91761

Address all correspondence to:
CONTRACT COMPLIANCE
1000 S. Fremont Avenue
Building A-9 East 1st Floor
Mail Unit: #24
Alhambra, CA 91803-8862

CBE Program I.D.#: 17151
Status: MBE/WBE

Dear Ms. Farias:

Congratulations! Your firm has been recertified as an eligible participant in the County of Los Angeles Community Business Enterprise (CBE) Program. This recertification is valid until February 7, 2009.

The County of Los Angeles Office of Affirmative Action reserves the right to request additional information and/or conduct an on-site visit at any time during the certification process to verify any documentation submitted by the applicant. If there are any changes in ownership or control of the firm during this certification period, you are required to notify this office immediately.

You should also register your business with the County's Vendor Registration website (WebVen) at <http://camisvr.co.la.ca.us/webven> to participate in the County's online access to County open bids, be placed on bid lists generated by County departments looking for prospective vendors and periodically be notified automatically by email of County bids by specific commodities/services.

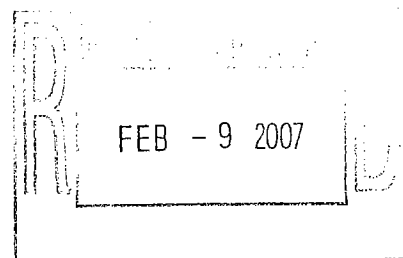
Again, congratulations on your recertification. If you have any questions, please call (877) 669-CBES and refer to the identification number above.

Sincerely,

DENNIS A. TAFOYA
Director

Ozie L. Smith
Senior Deputy Compliance Officer

DAT:OLS



GAIN/GROW EMPLOYMENT COMMITMENT

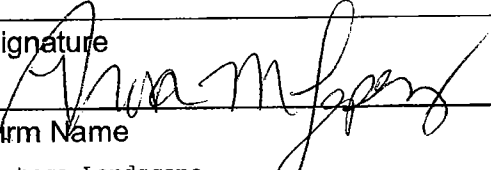
The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

- ☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title Vice-President
Firm Name Azteca Landscape	Date September 5, 2007

CHARITABLE CONTRIBUTIONS CERTIFICATION

Azteca Landscape

Company Name

1027 E Acacia Street, Ontario, CA 91761

Address

95-3675807

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. (☒) (☐)

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. (☐) (☒)

Signature

September 5, 2007

Date

Rosa M. Lopez, Vice-President

Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

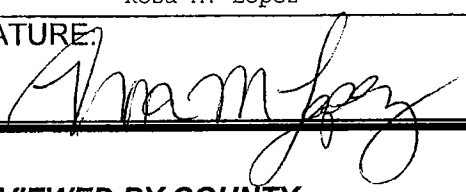
COMPANY NAME: Azteca Landscape		
COMPANY ADDRESS: 1027 E Acacia Street		
CITY: Ontario	STATE: CA	ZIP CODE: 91761

- ☒ I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: Rosa M. Lopez	TITLE: Vice-President
SIGNATURE: 	DATE: September 5, 2007

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

- ☒ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

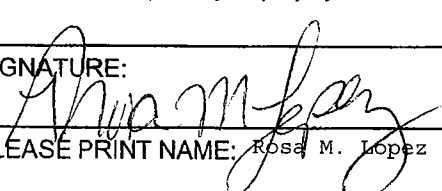
☐ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: Azteca Landcape	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: 	DATE: September 5, 2007
PLEASE PRINT NAME: Rosa M. Lopez	TITLE OR POSITION: Vice-President

**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE**

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

- ☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☒ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

- ☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.


Owner's/Agent's Authorized Signature

Azteca Landscape

Print Name of Firm

Rosa M. Lopez, Vice-President

Print Name and Title

September 5, 2007

Date

ADDITIONAL INFORMATION

PROPOSER: Azteca Landscape

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT			
Supervisor		2	2	2	2	2		520	18.00	\$ 9,360.00
Irrigation Technician				8				416	14.00	\$ 5,824.00
Leadman.Laborer		8	8	8	8	8		2080	11.84	\$ 24,627.20
										\$
										\$
										\$
										\$
										\$
										\$
										\$
										\$
										\$
										\$
Comments/Notes:								Total Annual Salaries		\$ 39,811.20
	(1) Vacations, Sick Leave, Holiday									\$ 544.80
	(2) Health Insurance **									\$ 212.50
	(3) Payroll Taxes & Workers' Compensation									\$ 7,282.75
	(4) Welfare and Pension									\$ 0.00
	Total Annual Employee Benefits (1+2+3+4)									\$ 8,050.05
	(5) Equipment Costs									\$ 700.00
	(6) Service and Supply Costs									\$ 500.00
	(7) General and Administrative Costs									\$ 9,865.00
	(8) Profit									\$ 10,398.75
	Total Annual Other Costs (5+6+7+8)									\$ 21,463.75
	TOTAL ANNUAL PRICE									\$ 69,325.00

- * All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.
 ** Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements has been granted by the County.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Azteca Landscape
Name of Proposer

Date September 5, 2007

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach a sample copy of timesheet, paycheck, and pay stub.

**ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.
IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.**

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>1.1 Each employee is issued a time sheet at the beginning of each pay period. The employee is required to fill in his work hours, daily. At the end of each pay period, the employee signs and submits his/her time sheet for payroll processing.</p> <p>1.2 Most employees report to a central site then transported to the job site in a company vehicle. However, there are occasions when an employee will report directly to a job site. For this job, the employee(s) will be transported.</p> <p>1.3 The employee's shift begins at the time he reports to the central site.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>2. REPORTING TIME</p> <p>How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	<p>At the central site, the employee's supervisor is present to monitor arrival times. Additionally, it is important for employees to arrive on time because the crews are dispatched promptly which could result in being left behind and missing the day of work.</p>
<p>3. RECORDS OF ACTUAL TIME WORKED</p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p>3.8. <u>ATTACH COPIES OF THESE RECORDS.</u></p>	<p>3.1 Each employee is issued a time sheet prior to beginning the pay period.</p> <p>3.2 The company processes payroll from the original time sheets that are signed by the employee and maintains the records for the required years in archives.</p> <p>3.3 Hours are logged onto the time sheets on a daily basis. Each time sheet contains enough entry lines for a two week period, bi-weekly.</p> <p>3.4 The time sheets are created by the employee with the assistance of the supervisor; however, final approval is of the employee. The employee must review and approve all hours worked.</p> <p>3.5 The time sheets are reviewed by the supervisor and initialed to signify approval. The supervisor reviews the time sheet for completeness and accuracy, making certain all daily hours are logged, employee signature, etc. The Payroll Administrator then reviews the time sheets for correctness in total hours, job numbers, signatures, etc.</p> <p>3.6 Once payroll is processed, the time sheets are archived and maintained for the proper number of years.</p> <p>3.7 Yes, time sheets are used as a source document to process payroll.</p> <p>3.8 Attached is a copy of the time sheet used to record hours worked.</p>

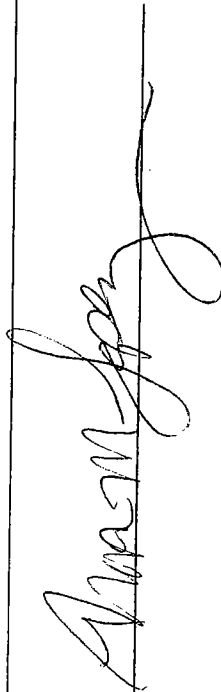
QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it?</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p>	<p>4. None, time sheets are used as described in question 3.</p>
<p>5. BREAKS</p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>	<p>5.1 The company policy as stated in the employee handbook states that all employees must take the mandatory breaks and meal periods. Also, the time sheet documents include a statement that the employee must take his/her breaks and by signing the document has ascertained that he/she has indeed done so.</p> <p>5.2 The meal period is documented on the time sheet. As mention in 5.1, the breaks are validated by the statement on the time sheet and the written formal policy in the employee handbook.</p> <p>5.3 Management reviews the documentation. Any changes to written labor policy is approved by the corporate labor law attorney.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>6. HOW PAYROLL IS PREPARED</p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p>6.5. <u>ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).</u></p>	<p>6.1 The Payroll Administrator receives the time sheets at the end of each pay period. She totals the hours and cross foots the totals for accuracy. The total hours worked are input into the company accounting software. The software calculated the appropriate taxes based on federal and state laws.</p> <p>6.2 After the hours are entering into the accounting software, payroll checks are computer generated, or direct deposit (if requested by employee).</p> <p>6.3 All hours worked are issued on one check. Hence, a check could have several pay categories: regular, overtime, double time, holiday, vacation, etc.</p> <p>6.4 Each check stub is itemized: gross pay, less tax with holdings, less granishments (if applicable), resulting in net pay.</p> <p>6.5 A copy of a check and stub is included for your review.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>7. MANUAL PAYROLL SYSTEM</p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p>7.1 As previously stated, the Payroll Administrator totals the hours for each time sheet, inputs the data into the accounting software, the software processes the data, deducting with holdings, and checks are printed.</p> <p>7.2 All hours are assigned to job numbers. The hours that are worked at a County or other job paid at a different rate require a different pay rate are adjusted accordingly.</p>
<p>8. AUTOMATED PAYROLL SYSTEM</p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	<p>8. A manual system is used.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>9. TRAVEL TIME</p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</p> <p>b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</p>	<p>9.1 Travel time is paid at the employees hourly rate.</p> <p>9.2 Seldom do we have employees that work at more than one contract job. For instance, for this job, the employee would be full-time and only have the County rate. However, if the employee were to have multiple rates, the travel to the County job site would be at the alternate rate, and the time from the County job site to the next non-county or to the central reporting site would be at the County rate.</p> <p>9.3 a - The employee would be paid four (4) hours at the County Living Wage and four (4) hours at the alternate rate.</p> <p>9.3 b - The employee would be paid eight (8) hours at the County Living Wage rate.</p>
<p>10. OVERTIME</p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	<p>10.1 The company adheres to Federal and State laws regarding overtime. Employees who work more than eight (8) hours a day and/or forty (40) hours per week, those hours are compensated at time and a half of the hourly rate.</p> <p>10.2 The employee earns the overtime rate of the job that created the overtime hours.</p>

DATED: September 5, 2007 PROPOSER'S SIGNATURE:



[illegible]

I certify and acknowledge that, unless I have documented otherwise in writing on this time card, during each workday in the pay period covered by this time card, I have been permitted to take all of my rest periods (10 minutes net rest for each 4 hours worked or major fraction thereof), and I have been provided all of my meal periods (30-day-free minutes for each 5 hours worked), in accordance with Company policy. I also certify that this time record accurately states the hours I have worked during this pay period and that I am making this statement freely and voluntarily.

Certifico y reconozco lo siguiente: Que a menos de que diga otra cosa lo registrado en mi tarjeta de horario, durante cada uno de los días que marca mi tarjeta de horario tomaré todos mis períodos de descanso interlaboral (10 minutos de descanso por cada 4 horas o más de trabajo), de la misma manera se me han proporcionado mis períodos de comida (30 minutos libre de responsabilidad laboral por cada 5 horas de trabajo realizado, de conformidad con los acuerdos y políticas de la empresa. Cúmplase igualmente, que el registro de tiempo indica las horas enredas que he trabajado durante mi período. Avalo con mi nombre y firma la información que anteriormente declare libre y voluntariamente.

Employee Signature

Date _____

Supervisor Initials

AZTECA LANDSCAPE
PAYROLL ACCOUNT
1027 E. ACACIA STREET
ONTARIO, CA 91761
(909) 673-0889

WELLS FARGO BANK, N.A.
ONTARIO, CA
16-24/1220

48586

6/16/2006

PAY TO THE
ORDER OF

\$**649.51

Six Hundred Forty-Nine and 51/100*****

DOLLARS

2835 E Nina St #4
Pasadena, CA 91107

VOID AFTER 6 MONTHS

MEMO

Pay Period: 05/29/2006 - 06/11/2006

MP

AZTECA LANDSCAPE / PAYROLL ACCOUNT

48586

Employee

2835 E Nina St #4, Pasadena, CA 91107

SSN

Status (Fed/State)
Single/Single

Allowances/Extra

Fed-20/CA-20

Pay Date: 06/16/2006

Pay Period: 05/29/2006 - 06/11/2006

Earnings and Hours	Qty	Rate	Current	YTD Amount
10 Hourly Rate	73.00	9.46	690.58	8,353.18
15 Holiday	8.00	9.46	75.68	302.72
16 Vacation Hourly Rate			378.40	
12 Overtime Rate			85.14	
			766.26	9,119.44

Taxes

	Current	YTD Amount
Federal Withholding	-47.00	-474.00
Social Security Employee	-47.51	-565.41
Medicare Employee	-11.11	-132.23
CA - Withholding	-5.00	-48.35
CA - Disability Employee	-6.13	-72.96
	116.75	1,292.95

Net Pay

649.51

7,826.49

ADDITIONAL INFORMATION

There is no additional information we wish to present.

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD 687
Bid Title : EAST COUNTY MEDIANS - LANDSCAPE AND MEDIAN MAINTENANCE SERVICES (2007-PA063)
Bid Type : Service
Department : Public Works
Commodity : GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.
Open Date : 8/9/2007
Closing Date : 8/21/2007 9:00 AM
Notice of Intent to Award : [View Detail](#)
Bid Amount : N/A
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for a contract for the East County Medians – Landscape and Median Maintenance Services (2007-PA063). The total annual contract amount of this service is estimated to be \$90,000. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at [ftp://dpwftp.co.la.ca.us/solicitationdocuments/eastcountymed.pdf](http://dpwftp.co.la.ca.us/solicitationdocuments/eastcountymed.pdf) or from Ms. Melissa Saradpon at (626) 458 4077, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, submitting copies of the Proposer's and/or subcontractor's California Landscaping (C-27) Contractor's License and Pesticide Applicator License. Additionally, Proposer and/or subcontractor shall submit copies of a valid California Pest Control Advisor's License and State of California Department of Pesticide Regulation Pest Control Business License under which the Proposer would use the licensure to provide pest control services.

A Proposers' Conference will be held on Tuesday, August 21, 2007, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Wednesday, September 5, 2007, at 5 p.m. Please direct your questions to Ms. Saradpon at the number above.

Contact Name : MS. MELISSA SARADPON
Contact Phone# : (626) 458-4077
Contact Email : msaradpon@dpw.lacounty.gov
Last Changed On : 8/9/2007 5:49:28 PM

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[Back to Award Main](#)

County of Los Angeles Request for Local Small Business Enterprise (SBE) Preference Program Consideration and SBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Azteca Landscape

My County (WebVen) Vendor Number: 04916501

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners): 175					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
	Hispanic/Latino		Asian or Pacific Islander		White
	Male	Female	Male	Female	Male
Black/African American					
Hispanic/Latino		1	8	1	165
Asian or Pacific Islander					
American Indian					
Filipino					
White					

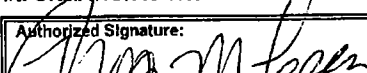
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	100 %	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
Office of Affirmative Action	X	X			02/07/2009

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: Vice-President	Date: September 5, 2007
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County of Los Angeles Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: TruGreen LandCare, A General Partnership

My County (WebVen) Vendor Number: 52697901

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input checked="" type="checkbox"/> General Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 170						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			6	1	159	4
Asian or Pacific Islander						
American Indian						
Filipino						
White			1			

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed. No Natural Person owns 5% or more

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
	Branch Manager	09/05/07